69-17/WJP
FREEHILL HOGAN & MAHAR, LLP
Attorneys for Plaintiff
Hecny Shipping Limited and
Hecny Transportation, Inc.
80 Pine Street
New York, NY 10005-1759
William J. Pallas
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UNITED STATES DISTRICT COURT FOR THE
EASTERN DISTRICT OF NEW YORK

HECNY SHIPPING LIMITED and
HECNY TRANSPORTATION, INC.,

Plaintiffs,

- against-

THE LINK GROUP, INC.,

Defendant.

COMPLAINT

Plaintiffs, HECNY SHIPPING LIMITED and HECNY TRANSPORTATION, INC. by and through their attorneys, Freehill, Hogan & Mahar, LLP, as and for their Complaint against Defendant, THE LINK GROUP INC., allege as follows:

PARTIES

1. Plaintiff, Hecny Shipping Limited, is a foreign corporation with its primary place of business at 111 Wai Yip Street, Kwun Tong, Kowloon, Hong Kong.

2. Plaintiff, Hecny Transportation, Inc., is a New York corporation with its primary place of business at 147-39 175th Street, Jamaica, New York 11434.

3. Defendant, The Link Group, Inc., is a New York corporation with its primary place of business at 6204 5th Ave, Brooklyn, NY 11220.

JURISDICTION AND VENUE

4. This Court has subject matter jurisdiction over the claims in this action pursuant to Article III, Section 2, U.S. Constitution and 28 U.S.C. §§ 1331 and 1333 as this matter relates to contracts for carriage of goods by sea from ports of the United States in foreign trade and thus comes under the Carriage of Goods by Sea Act ("COGSA"), and 46 U.S.C.S. § 30701.

5. This Court also has supplemental jurisdiction over strictly state law causes of action pursuant to 28 U.S.C. § 1367 as such claims are also related to the claims in this action within such original jurisdiction that they form part of the same case or controversy under Article III of the United States Constitution.

6. This Court has personal jurisdiction over the defendant because it resides in and/or transacts business in this District.

7. Venue is proper in this Court pursuant to 28 U.S.C. §§ 1391 because the defendant resides in this judicial district.

FACTS

8. Hecny Shipping Limited and Hecny Transportation, Inc. (collectively, "Plaintiffs") are companies that engage in shipping, customs, freight forwarding, and non-vessel operating common carrier services, including arranging for the transport of cargo between foreign countries and the United States.

9. Plaintiffs and/or their direct agents issue bills of lading for the transport of cargo between foreign countries and the United States.

10. Between October 2016 and January 2017, Defendant, The Link Group Inc. ("TLGI"), engaged the services of Plaintiffs to make arrangements for the ocean transport of nine separate shipments of cargos from various overseas locations to the United States.

11. Between October 2016 and January 2017, Plaintiffs and/or their agents issued bills of lading covering the ocean transport of nine separate shipments of cargos from various overseas locations to the United States and provided various customs, transport, and logistics services related thereto, pursuant to their contractual arrangements with TLGI.

12. Between October 2016 and January 2017, Plaintiffs issued nine separate invoices to TLGI for freight charges and other related customs, shipping, transport, and/or logistics charges in connection with the nine separate shipments of cargos from various overseas locations to the United States.

13. Despite due demand, TLGI has not tendered payment for any of the nine invoices, which total $49,561.85. (Attached as Exhibit 1 are copies of the nine invoices issued by Plaintiffs to TLGI which remain outstanding.)

AS AND FOR A FIRST CAUSE OF ACTION
(Breach of Contract)

14. Plaintiffs hereby incorporate by reference the allegations set forth above.

15. During the time period beginning on or about October 18, 2016 and ending on or about January 31, 2017, Plaintiffs entered into a series of agreements with TLGI (the "Agreements").

16. Under the Agreements, Plaintiffs agreed to ship various cargos from various overseas locations to the United States and to provide other related customs, logistics, and transport services.

17. Plaintiffs, in performance of the Agreements, effected the delivery of all of the cargos to the United States and provided all agreed customs, logistics, and transport services in accordance with the terms of the Agreements.

18. TLGI has materially breached the Agreements by failing and refusing to pay Plaintiffs the sum of $49,561.85 for unpaid freight and other charges as itemized in Exhibit "1".

19. There is now due and owing to Plaintiffs under the Agreements a total of $49,561.85, no part of which has been paid although payment has been duly demanded.

20. By reason of the foregoing, Plaintiffs have been damaged in the amount of $49,561.85, together with all attorneys' fees, costs and disbursements incurred in connection with this action, as well as interest at the contractual rate of 2% per month, compounded monthly.

AS AND FOR A SECOND CAUSE OF ACTION
(Unjust Enrichment)

21. Plaintiffs hereby incorporate by reference the allegations set forth above.

22. Plaintiffs duly performed their shipping, freight, customs, logistics, and other services, and effected the delivery of various cargos from various overseas locations to the United States for the benefit of TLGI.

23. The fair and reasonable value of the shipping, freight, customs, logistics, and other services performed by Plaintiffs which has not been paid is $49,561.85.

24. By reason of the foregoing, Plaintiffs have been damaged in the amount of $49,561.85, together with all interest, attorneys' fees, costs and disbursements incurred in connection with this action.

AS AND FOR A THIRD CAUSE OF ACTION
(Quantum Meruit)

25. Plaintiffs hereby incorporate by reference the allegations set forth above.

26. Plaintiffs duly performed shipping, freight, customs, logistics, and other services, for TLGI at the request of TLGI.

27. Plaintiffs' services were accepted by TLGI.

28. The fair and reasonable value of the shipping, freight, customs, logistics, and other services performed by Plaintiffs is $49,561.85.

29. To date, Plaintiffs have not received payment on the outstanding balance of $49,561.85.

30. Demand for payment of the $49,561.85 has been made by Plaintiffs, no part of which has been paid.

31. By reason of the foregoing, Plaintiffs are due the sum of $49,561.85 from TLGI, together with all interest, attorneys' fees, costs and disbursements incurred in connection with this action.

AS AND FOR A FOURTH CAUSE OF ACTION
(Account Stated)

32. Plaintiffs hereby incorporate by reference the allegations set forth above.

33. Plaintiffs rendered to TLGI a full and true account of the shipping, freight, customs, logistics, and other services performed by the Plaintiffs or on their behalf to TLGI in the sum of $49,561.85.

34. The aforesaid account totaling $49,561.85 was delivered to, accepted and retained by TLGI, but no part of which has been paid, leaving a balance due and owing of $49,561.85 by TLGI to Plaintiffs.

35. By reason of the foregoing, an account was stated between Plaintiffs and TLGI of a balance due and owing of $49,561.85, plus interest.

WHEREFORE, Plaintiffs pray for an Order of the Court:

1) Awarding Plaintiffs a money judgment against Defendant, The Link Group, Inc., on all counts;
2) Awarding Plaintiffs their reasonable attorneys' fees, costs and disbursements incurred herein; and
3) Awarding Plaintiffs such other and further relief as the Court may deem just and proper.

Dated: New York, NY
March 8, 2017

Respectfully submitted,
FREEHILL, HOGAN & MAHAR, LLP

By: ______________________________

William J. Pallas
William H. Yost
Attorneys for Plaintiffs Hecny Shipping Limited and Hecny Transportation, Inc.
80 Pine Street
New York, NY 10005-1759
(212) 425-1900 / (212) 425-1901 (fax)
pallas@freehill.com
yost@freehill.com

Exhibit 1

HECNY TRANSPORTATION INC.
147-39 175TH STREET
JAMAICA, NEW YORK 11434
TEL : 718-656-5537
FAX : 718-632-8491

Customer Information
THE LINK GROUP INC
6204 5TH AVENUE
BROOKLYN NY 11220
TEL : FAX : 0

A/C # : oid008887

- STATEMENT OF ACCOUNT AS AT 2/15/2017 -

DATE	Invoice No	Lot No	Master No	House No	Reference	Curr	DEBIT AMT	CREDIT AM1	ACCU. TOTAL
10/18/2016	IN224056	LN177363	ZIMUVLC0082006	017329	LN177363\0	USD	1,258.27	-	**1,258.27**
10/31/2016	IN223207	LN176711	ZIMUVLC0081465	017031	LN176711\0	USD	8,300.64	-	**9,558.91**
10/31/2016	IN224163	LN177553	UASUITGOA308905	301009	LN177553\3	USD	4,898.01	-	**14,456.92**
11/18/2016	IN226010	LN178781	ZIMUVLC0083854	017671	LN178781\0	USD	6,919.10	-	**21,376.02**
11/30/2016	IN226107	LN178930	MSCUJG627837	301190	LN178930\3	USD	5,315.66	-	**26,691.68**
11/30/2016	IN226505	LN179387	ZIMUVLC0084408	017766	LN179387\0	USD	4,044.26	-	**30,735.94**
12/30/2016	IN227455	LN182789	ZIMUVLC0085304	017880	LN182789\0	USD	10,886.23	-	**41,622.17**
01/31/2017	IN228625	LN183580	ZIMUVLC0086339	017945	LN183580\0	USD	4,067.27	-	**45,689.44**
01/31/2017	IN228626	LN183436	MSCUJG913245	301404	LN183436\3	USD	3,872.41	-	**49,561.85**
		SUB-TOTAL :				USD	49,561.85	-	

USD SUB-TOTAL

WITHIN 30 DAYS :	7,939.68
31 - 60 DAYS :	10,886.23
61 - 90 DAYS :	16,279.02
91 - 120 DAYS :	14,456.92
OVER 120 DAYS :	-
TOTAL AMOUNT :	49,561.85

HECNY GROUP

HECNY TRANSPORTATION INC
147-39 175TH STREET SUITE#211JAMAICA, NY 11434
TEL:718-656-5537 FAX:718-632-8491

BANKER:BANK OF AMERICA(CHINATOWN BRANCH #0279 701 GRANT AVENUE SAN FRANCISCO, CA94108)
A/C NAME:HECNY TRANSPORTATION INC(A/C NO:02797-40607)
SWIFT COD:BOFAUS3N /BOFAUS6S , ABA NO:0260-0959-3 , ROUNTING NO: 121000358

~~ INVOICE ~~

Invoice # IN224056 **Invoice Date** 2016-10-18

BILL TO: THE LINK GROUP INC
6204, 5TH AVENUE
BROOKLYN, NY 11220
USA

NOTIFY: SAME AS CONSIGNEE

FILE# LN177363
ETD: 2016-09-19 **ETA** 2016-09-30
VESSEL: ZIM MONACO 48W
MBL# ZIMUVLC0082006
H/BL# 017329
PKGS: 43CTNS
Load/Recpt TARRAGONA
Discharge: NEW YORK, NY
Final Dest: NEW YORK, NY
SHIPPER: GEOLGICA TILES, S.L.U.

CHARGES	UNITPRICE	QUANTITY	AMOUNT
FREIGHT CHARGE	$1650.00	2.000	$3300.00
DOCUMENTATION FEE	$45.00	1.000	$45.00
DUTY FEE	$2068.27	1.000	$2068.27
ENTRY FEE	$110.00	1.000	$110.00
EX WORKS CHARGES	$1100.00	2.000	$2200.00
IMPORT SECURITY FILING	$35.00	1.000	$35.00
TOTAL CHARGES DUE			$7758.27

PLEASE PAY THIS AMOUNT

CNTR:ZIMU2856248/20SD, ZIMU3007121/20SD

*** Remark:

ISSUE BY cheryl logan 2017-02-16

ꞁILL OF LADING

COMBINED TRANSPORT BIL

TELEX RELEASE

ıipper
ꞒOLÓGICA TILES, S.L.U.
ꟸMINO HASTALAZOS, S/N
ꝛ550 ALMAZORA (CASTELLÓN)
ꟼAIN

Country of Origin

Bill o

F/Agent Name + Ref.

2016-09-28

Shipper's Ref.

onsignee (If "To Order" so indicate)
HE LINK GROUP INC.
204, 5TH AVENUE
ROOKLYN, NY 11220
SA

MULTILOGISTICS

Integrated Logistics & Freight Forwarders

C/Saragossa, 14
Pol. Ind. Salines
08830 Sant Boi de Llobregat · Spain
Tel.: +00.34.93.5510334
multilogistics@multilogistics.net

otify Party (No claim shall attach for failure to notify)
IE SAME AS CONSIGNEE

ace of Receipt	Port of Loading		
alencia/Espa鋷	Valencia/Espa鋷		
tended Vessel	Port of Discharge	Place of Delivery	No. of Bills of Lading
IM M耗ACO	New York/Estados Unidos	New York/Estados Unidos	

arks + Numbers	No. of Pkgs. or Shipping Units	Description of Good + Pkgs.	Gross Weight KGS	Measurement CBM
FCL/FCL	43	2 x 20' DRY SAID TO CONTAIN (SLS&C) PALLETS WITH 3.843 CARTONS FLOOR & WALL TILES HS CODE: 690890 20'DV ZIMU2856248 / SEAL: ZZB44564 1843 CARTON/INTO 21 PLTS/23.383 KG 25,000 CBM 20'DV ZIMU3007121 / SEAL: ZZW354094 1980 CARTON/INTO 22 PLTS/23.721 KG 25,000 CBM "FREIGHT COLLECT" / "EXPRESS B/L"	47.104	50,000

ꞅeight Details, Charges, etc:

or delivery please apply to:
ECNY TRANSPORTATION INC. (USA)-NY
47-39 175th Street, Suite #211
amaica, NY 11434
stados Unidos
hone 718 656 5537
ax 718 632 8491

Place and date of issue VALENCIA 19/09/16

Signed on behalf of the Carrier:
MULTILOGISTICS SPAIN, S.A.

by AS CARRIER

Standard Conditions (1992) governing the FBL MULTIMODAL TRANSPORT BILL OF LADING

Definitions
- "**Freight Forwarder**" means the Multimodal Transport Operator who issues this FBL and is named on the face hereof and assumes liability for the performance of the multimodal transport contract as a carrier.
- "**Merchant**" means and includes the Shipper, the Consignor, the Consignee, the Holder of this FBL, the Receiver and the Owner of the Goods.
- "**Consignor**" means the person who concludes the transport contract with the Freight Forwarder.
- "**Consignee**" means the person entitled to receive the goods from the Freight Forwarder.
- "**Taken in charge**" means that the goods have been handed over to and accepted for carriage by the Freight Forwarder at the place of receipt evidenced in this FBL.
- "**Goods**" means any property including live animals as well as containers, pallets or similar articles of transport or packaging not supplied by the Freight Forwarder, irrespective of whether such property is to be or is carried on or under deck.

1. **Applicability**
Notwithstanding the heading "FIATA Multimodal Transport Bill of Lading (FBL)" these conditions shall also apply if only one mode of transport is used.

2. **Issuance of this FBL**
2.1 By issuance of this FBL the Freight Forwarder
a) undertakes to perform and/or in his own name to procure the performance of the entire transport, from the place at which the goods are taken in charge (place of receipt evidenced in this FBL) to the place of delivery designated in this FBL;
b) assumes liability as set out in these conditions.
2.2 Subject to the conditions of this FBL the Freight Forwarder shall be responsible for the acts and omissions of his servants or agents acting within the scope of their employment, or any other person of whose services he makes use for the performance of the contract evidenced by this FBL, as if such acts and omissions were his own.

3. **Negotiability and title to the goods**
3.1 This FBL is issued in a negotiable form unless it is marked "non negotiable". It shall constitute title to the goods and the holder, by endorsement of this FBL, shall be entitled to receive or to transfer the goods herein mentioned.
3.2. The information in this FBL shall be prima facie evidence of the taking in charge by the Freight Forwarder of the goods as described by such information unless a contrary indication, such as "shipper's weight, load and count", "shipper packed container", or similar expressions, has been made in the printed text or superimposed on this FBL. However, proof to the contrary shall not be admissible when the FBL has been transferred to the consignee for valuable consideration who in good faith has relied and acted thereon.

4. **Dangerous Goods and Indemnity**
4.1 The Merchant shall comply with rules which are mandatory according to the national law or by reason of International Convention, relating to the carriage of goods of a dangerous nature, and shall in any case inform the Freight Forwarder in writing of the exact nature of the danger, before goods of a dangerous nature are taken in charge by the Freight Forwarder and indicate to him, if need be, the precautions to be taken.
4.2 If the Merchant fails to provide such information and the Freight Forwarder is unaware of the dangerous nature of the goods and the necessary precautions to be taken and if, at any time, they are deemed to be a hazard to life or property, they may at any place be unloaded, destroyed or rendered harmless, as circumstances may require, without compensation. The Merchant shall indemnify the Freight Forwarder against all loss, damage, liability, or expense arising out of their being taken in charge, or their carriage, or of any service incidental thereto. The burden of proving that the Freight Forwarder knew the exact nature of the danger constituted by the carriage of the said goods shall rest on the Merchant.
4.3 If any goods shall become a danger to life or property, they may in like manner be unloaded or landed at any place or destroyed or rendered harmless. If such danger was not caused by the fault and neglect of the Freight Forwarder he shall have no liability and the Merchant shall indemnify him against all loss, damage, liability and expense arising therefrom.

5. **Description of Goods and Merchant's Packing and Inspection**
5.1 The Consignor shall be deemed to have guaranteed to the Freight Forwarder the accuracy, at the time the goods were taken in charge by the Freight Forwarder, of all particulars relating to the general nature of the goods, their marks, number, weight, volume and quantity and, if applicable, to the dangerous character of the goods as furnished by him or on his behalf for insertion on the FBL. The Consignor shall indemnify the Freight Forwarder against all loss, damage and expense resulting from any inaccuracy or inadequacy of such particulars. The Consignor shall remain liable even if the FBL has been transferred by him. The right of the Freight Forwarder to such an indemnity shall in no way limit his liability under this FBL to any person other than the Consignor.
5.2 The Freight Forwarder shall not be liable for any loss, damage or expense caused by defective or insufficient packing of goods or by inadequate loading or packing within containers or other transport units when such loading or packing has been performed by the Merchant or on his behalf by a person other than the Freight Forwarder, or by the defect or unsuitability of the containers or other transport units supplied by the Merchant, or if supplied by the Freight Forwarder if a defect or unsuitability of the container or other transport unit would have been apparent upon reasonable inspection by the Merchant. The Merchant shall indemnify the Freight Forwarder against all loss, damage, liability and expense so caused.

6. **Freight Forwarder's Liability**
6.1 The responsibility of the Freight Forwarder for the goods under these conditions covers the period from the time the Freight Forwarder has taken the goods in his charge to the time of their delivery.
6.2 The Freight Forwarder shall be liable for loss of or damage to the goods as well as for delay in delivery if the occurrence which caused the loss, damage or delay in delivery took place while the goods were in his charge as defined in Clause 2.1.a, unless the Freight Forwarder proves that no fault or neglect of his own, his servants or agents or any other person referred to in Clause 2.2. has caused or contributed to such loss, damage or delay. However, the Freight Forwarder shall only be liable for loss following from delay in delivery if the Consignor has made a declaration of interest in timely delivery which has been accepted by the Freight Forwarder and stated in this FBL.
6.3 Arrival times are not guaranteed by the Freight Forwarder. However, delay in delivery occurs when the goods have not been delivered within the time expressly agreed upon or, in the absence of such agreement, within the time which would be reasonable to require of a diligent Freight Forwarder, having regard to the circumstances of the case.
6.4 If the goods have not been delivered within ninety consecutive days following such date of delivery as determined in Clause 6.3., the claimant may, in the absence of evidence to the contrary, treat the goods as lost.
6.5 When the Freight Forwarder establishes that, in the circumstances of the case, the loss or damage could be attributed to one or more causes or events, specified in a - e of the present clause, it shall be presumed that it was so caused, always provided, however, that the claimant shall be entitled to prove that the loss or damage was not, in fact, caused wholly or partly by one or more of such causes or events:
a) an act or omission of the Merchant, or person other than the Freight Forwarder acting on behalf of the Merchant or from whom the Freight Forwarder took the goods in charge;
b) insufficiency or defective condition of the packaging or marks and/or numbers;
c) handling, loading, stowage or unloading of the goods by the Merchant or any person acting on behalf of the Merchant;
d) inherent vice of the goods;
e) strike, lockout, stoppage or restraint of labour.
6.6 Defences for carriage by sea or inland waterways. Notwithstanding Clauses 6.2., 6.3. and 6.4. the Freight Forwarder shall not be liable for loss, damage or delay in delivery with respect to goods carried by sea or inland waterways when such loss, damage or delay during such carriage has been caused by:
a) act, neglect, or default of the master, mariner, pilot or the servants of the carrier in the navigation or in the management of the ship;
b) fire, unless caused by the actual fault or privity of the carrier, however, always provided that whenever loss or damage has resulted from unseaworthiness of the ship the Freight Forwarder can prove that due diligence has been exercised to make the ship seaworthy at the commencement of the voyage.

7. **Paramount Clauses**
7.1 These conditions shall only take effect to the extent that they are not contrary to the mandatory provisions of International Conventions or national law applicable to the contract evidenced by this FBL.
7.2 The Hague Rules contained in the International Convention for the unification of certain rules relating to Bills of Lading, dated Brussels 25th August 1924, or in those countries where they are already in force the Hague-Visby Rules contained in the Protocol of Brussels, dated 23rd February 1968, as enacted in the Country of Shipment, shall apply to all carriage of goods by sea and also to the carriage of goods by inland waterways, and such provisions shall apply to all goods whether carried on deck or under deck.
7.3. The Carriage of Goods by Sea Act of the United States of America (COGSA) shall apply to the

8.2 The value of the goods shall be determined according to the current commodity exchange price or, if there is no such price, according to the current market price or, if there are no such prices, by reference to the normal value of goods of the same name and quality.
8.3 Subject to the provisions of subclauses 8.4. to 8.9. inclusive, the Freight Forwarder shall in no event be or become liable for any loss of or damage to the goods in an amount exceeding the equivalent of 666.67 SDR per package or unit or 2 SDR per kilogramme of gross weight of the goods lost or damaged, whichever is the higher, unless the nature and value of the goods shall have been declared by the Consignor and accepted by the Freight Forwarder before the goods have been taken in his charge, or the ad valorem freight rate paid, and such value is stated in the FBL by him, then such declared value shall be the limit.
8.4 Where a container, pallet or similar article of transport is loaded with more than one package or unit, the packages or other shipping units enumerated in the FBL as packed in such article of transport are deemed packages or shipping units. Except as aforesaid, such article of transport shall be considered the package or unit.
8.5 Notwithstanding the above mentioned provisions, if the multimodal transport does not, according to the contract, include carriage of goods by sea or by inland waterways, the liability of the Freight Forwarder shall be limited to an amount not exceeding 8.33 SDR per kilogramme of gross weight of the goods lost or damaged.
8.6 a) When the loss of or damage to the goods occurred during one particular stage of the multimodal transport, in respect of which an applicable international convention or mandatory national law would have provided another limit of liability if a separate contract of carriage had been made for that particular stage of transport, then the limit of the Freight Forwarder's liability for such loss or damage shall be determined by reference to the provisions of such convention or mandatory national law.
b) Unless the nature and value of the goods shall have been declared by the Merchant and inserted in this FBL and the ad valorem freight rate paid, the liability of the Freight Forwarder under COGSA, where applicable, shall not exceed US$500 per package or, in the case of goods not shipped in packages, per customary freight unit.
8.7 If the Freight Forwarder is liable in respect of loss following from delay in delivery, or consequential loss or damage other than loss of or damage to the goods, the liability of the Freight Forwarder shall be limited to an amount not exceeding the equivalent of twice the freight under the multimodal contract for the multimodal transport under this FBL.
8.8 The aggregate liability of Freight Forwarder shall not exceed the limits of liability for total loss of the goods.
8.9 The Freight Forwarder is not entitled to the benefit of the limitation of liability if it is proved that the loss, damage or delay in delivery resulted from a personal act or omission of the Freight Forwarder done with the intent to cause such loss, damage or delay, or recklessly and with knowledge that such loss, damage or delay would probably result.

9. **Applicability to Actions in Tort**
9.1. These conditions apply to all claims against the Freight Forwarder relating to the performance of the contract evidenced by this FBL, whether the claim be founded in contract or in tort.

10. **Liability of Servants and other Persons**
10.1 These conditions apply whenever claims relating to the performance of the contract evidenced by this FBL are made against any servant, agent or other person (including any independent contractor) whose services have been used in order to perform the contract, whether such claims are founded in contract or in tort, and the aggregate liability of the Freight Forwarder and of such servants, agents or other persons shall not exceed the limits in clause 8.
10.2 In entering into this contract as evidenced by this FBL, the Freight Forwarder, to the extent of these provisions, does not only act on his own behalf, but also as agent or trustee for such persons, and such persons shall to this extent be or be deemed to be parties to this contract.
10.3 However, if it is proved that the loss of or such loss or damage to the goods resulted from a personal act or omission of such a person referred to in Clause 10.1., done with intent to cause damage or recklessly and with knowledge that damage would probably result, such person shall not be entitled to benefit of limitation of liability provided for in Clause 8.
10.4 The aggregate of the amounts recoverable from the Freight Forwarder and the persons referred to in Clauses 2.2. and 10.1. shall not exceed the limits provided for in these conditions.

11. **Method and Route of Transportation**
11.1 Without notice to the Merchant, the Freight Forwarder has the liberty to carry the goods on or under deck and to choose or substitute the means, route and procedure to be followed in the handling, stowage, storage and transportation of the goods.

12. **Delivery**
12.1 Goods shall be deemed to be delivered when they have been handed over or placed at the disposal of the Consignee or his agent in accordance with this FBL, or when the goods have been handed over to any authority or other party whom, pursuant to the law or regulation applicable at the place of delivery, the goods must be handed over, or such other place at which the Freight Forwarder is entitled to call upon the Merchant to take delivery.
12.2. The Freight Forwarder shall also be entitled to store the goods at the sole risk of the Merchant, and the Freight Forwarder's liability shall cease, and the cost of such storage shall be paid, upon demand, by the Merchant to the Freight Forwarder.
12.3 If at any time the carriage under this FBL is or is likely to be affected by any hindrance or risk of any kind (including the condition of the goods) not arising from any fault or neglect of the Freight Forwarder or a person referred to in Clause 2.2. and which cannot be avoided by the exercise of reasonable endeavours the Freight Forwarder may abandon the carriage of the goods under this FBL and, where reasonably possible, place the goods or any part of them at the Merchant's disposal at any place which the Freight Forwarder may deem safe and convenient, whereupon delivery shall be deemed to have been made, and the responsibility of the Freight Forwarder in respect of such goods shall cease.
In any event, the Freight Forwarder shall be entitled to full freight under this FBL and the Merchant shall pay any additional costs resulting from the above mentioned circumstances.

13. **Freight and Charges**
13.1 Freight shall be paid in cash, without any reduction or deferment on account of any claim, counter-claim or set-off, whether prepaid or payable at destination. Freight shall be considered as earned by the Freight Forwarder at the moment when the goods have been taken in his charge, and not to be returned in any event.
13.2 Freight and all other amounts mentioned in this FBL are to be paid in the currency named in this FBL or, at the Freight Forwarder's option, in the currency of the country of dispatch or destination at the highest rate of exchange for bankers' sight bills current for prepaid freight on the day of dispatch and for freight payable at destination on the day when the Merchant is notified on arrival of the goods there or on the date of withdrawal of the delivery order, whichever rate is the higher, or at the option of the Freight Forwarder on the date of this FBL.
13.3 All dues, taxes and charges or other expenses in connection with the goods shall be paid by the Merchant. Where equipment is supplied by the Freight Forwarder, the Merchant shall pay all demurrage and charges which are not due to a fault or neglect of the Freight Forwarder.
13.4 The Merchant shall reimburse the Freight Forwarder in proportion to the amount of freight for any costs for deviation or delay or any other increase of costs of whatever nature caused by war, warlike operations, epidemics, strikes, government directions or force majeure.
13.5 The Merchant warrants the correctness of the declaration of contents, insurance, weight, measurements or value of the goods but the Freight Forwarder has the liberty to have the contents inspected and the weight, measurements or value verified. If on such inspection it is found that the declaration is not correct it is agreed that a sum equal either to five times the difference between the correct figure and the freight charged, or to double the correct freight less the freight charged, whichever sum is the smaller, shall be payable as liquidated damages to the Freight Forwarder for his inspection costs and losses of freight on other goods notwithstanding any other sum having been stated on this FBL as freight payable.
13.6. Despite the acceptance by the Freight Forwarder of instructions to collect freight, charges or other expenses from any other person in respect of the transport under this FBL, the Merchant shall remain responsible for such monies on receipt of evidence of demand and the absence of payment for whatever reason.

14. **Lien**
The Freight Forwarder shall have a lien on the goods and any documents relating thereto for any amount due at any time to the Freight Forwarder from the Merchant including storage fees and the cost of recovering same, and may enforce such lien in any reasonable manner which he may

15. **General average**
The Merchant shall indemnify the Freight Forwarder in respect of any claims of a General Average nature which may be made on him and shall provide such security as may be required by the Freight Forwarder in this connection.

16. **Notice**
16.1 Unless notice of loss of or damage to the goods, specifying the general nature of such loss or damage, is given in writing by the consignee to the Freight Forwarder when the goods are delivered to the consignee in accordance with clause 12, such handing over is prima facie evidence of the delivery by the Freight Forwarder of the goods as described in this FBL.
16.2. Where the loss or damage is not apparent, the same prima facie effect shall apply if notice in writing is not given within 6 consecutive days after the day when the goods were delivered to the consignee in accordance with clause 12.

17. **Time bar**
The Freight Forwarder shall, unless otherwise expressly agreed, be discharged of all liability under these conditions unless suit is brought within 9 months after the delivery of the goods, or the date when the goods should have been delivered, or the date when in accordance with clause 6.4. failure to deliver the goods would give the consignee the right to treat the goods as

carriage of goods by sea, whether on deck or under deck, if compulsorily applicable to this FBL or would be applicable but for the goods being carried on deck in accordance with a statement on this FBL.

8. **Limitation of Freight Forwarder's Liability**

8.1 Assessment of compensation for loss of or damage to the goods shall be made by reference to the value of such goods at the place and time they are delivered to the consignee or at the place and time when, in accordance with this FBL, they should have been so delivered

ost

18. **Partial Invalidity**

If any clause or a part thereof is held to be invalid, the validity of this FBL and the remaining clauses or a part thereof shall not be affected

19. **Jurisdiction and applicable law**

Actions against the Freight Forwarder may be instituted only in the place where the Freight Forwarder has his place of business as stated on the reverse of this FBL and shall be decided according to the law of the country in which that place of business is situated

HECNY GROUP

HECNY TRANSPORTATION INC
147-39 175TH STREET SUITE#211JAMAICA, NY 11434
TEL:718-656-5537 FAX:718-632-8491
BANKER:BANK OF AMERICA(CHINATOWN BRANCH #0279 701 GRANT AVENUE SAN FRANCISCO, CA94108)
A/C NAME:HECNY TRANSPORTATION INC(A/C NO:02797-40607)
SWIFT COD:BOFAUS3N /BOFAUS6S , ABA NO:0260-0959-3 , ROUNTING NO: 121000358

~~ INVOICE ~~

Invoice # IN223207 **Invoice Date** 2016-10-31

BILL TO: THE LINK GROUP INC
6204 5TH., AVE
BROOKLYN, NY 11220
USA
TEL: (718) 567-7082

NOTIFY: SAME AS CONSIGNEE

FILE# LN176711
ETD: 2016-08-29 **ETA** 2016-09-09
VESSEL: ZIM LUANDA 53W
MBL# ZIMUVLC0081465
H/BL# 017031
PKGS: 41CTNS
Load/Recpt TARRAGONA
Discharge: NEW YORK, NY
Final Dest: NEW YORK, NY
SHIPPER: CERAMICA SALONI, S.A.U.

CHARGES	UNITPRICE	QUANTITY	AMOUNT
FREIGHT CHARGE	$1650.00	2.000	$3300.00
DOCUMENTATION FEE	$45.00	1.000	$45.00
DUTY FEE	$2600.64	1.000	$2600.64
ENTRY FEE	$110.00	1.000	$110.00
IMPORT SECURITY FILING	$35.00	1.000	$35.00
ISF AMENDMENT FEE	$10.00	1.000	$10.00
ORIGIN CHARGE	$1100.00	2.000	$2200.00
TOTAL CHARGES DUE			$8300.64

****PLEASE PAY THIS AMOUNT****

CNTR:GLDU5107610/20SD, ZIMU1132422/20SD

***** Remark:**

ISSUE BY cheryl logan 2017-02-16

BILL OF LADING

TELEX RELEASE

2016-09-06

Shipper
CERAMICA SALONI, S.A.U.
CARRETERA ALCORA KM.17
12130 SAN JUAN DE MORO
CASTELLON - SPAIN
TEL: 964343434

Country of Origin

Bill of Lading

F/Agent Name + Ref.

Shipper's Ref.

Consignee (If "To Order" so indicate)
THE LINK GROUP, INC.
6204 5TH., AVE
BROOKLYN, NY 11220
USA
TEL: (718) 567-7082

MULTILOGISTICS

Integrated Logistics & Freight Forwarders

C/Saragossa, 14
Pol. Ind. Salines
08830 Sant Boi de Llobregat - Spain
Tel.: +00.34.93.5510334
multilogistics@multilogistics.net

Notify Party (No claim shall attach for failure to notify)
THE SAME AS CONSIGNEE

Place of Receipt	Port of Loading	Place of Delivery	No. of Bills of Lading
	VALENCIA		3/THREE

Intented Vessel	Port of Discharge
ZIM LUANDA	NEW YORK

Marks + Numbers	No. of Pkgs. or Shipping Units	Description of Good + Pkgs.	Gross Weight KGS	Measurement CBM
FCL/FCL	41	2 x 20' DRY SAID TO CONTAIN (SLS&C) PACKAGES TILES HS CODE: 690890	44.094	20,000

20'DV ZIMU1132422 / SEAL:ZZB860766
20 PACKAGES / 21.673 KG
20'DV GLDU5107610 / SEAL:ZZB860769
21 PACKAGES / 22.421 KG

"FREIGHT COLLECT"

Freight Details, Charges, etc:

Excess Value Declaration: Refer to Clause 6(4)(B) + (C) on reverse side

For delivery please apply to:
HECNY TRANSPORTATION INC. (USA)-NY
147-39 175th Street, Suite #211
Jamaica, NY 11434
USA
Phone 718 656 5537
Fax 718 632 8491

RECEIVED by the Carrier Goods as specified above in apparent good order and condition unless otherwise stated, to be transported to such place as agreed, authorised or permitted herein and subject to all the terms and conditions appearing on then front and reverse of this Bill of Lading to which the Merchant agrees by accepting this Bill of Lading, any local privileges and customs notwithstanding.
The particulars given above as stated by the shipper and the weight, measure, quantity, condition, contents and value of the Goods are unknow to the Carrier.
In WITNESS whereof one (1) original Bill of Lading has been signed if not otherwise stated above, the same being accomplished the other(s), if any, to be void. If required by the Carrier one (1) original Bill of Lading must be surrendered duly endorsed in exchange for the Goods or delivery order.

Place and date of issue VALENCIA 29/08/16

Signed on behalf of the Carrier:
MULTILOGISTICS SPAIN, S.A.

by AS CARRIER

COPY NOT NEGOTIABLE

Standard Conditions (1992) governing the FBL MULTIMODAL TRANSPORT BILL OF LADING

Definitions.
- **"Freight Forwarder"** means the Multimodal Transport Operator who issues this FBL and is named on the face of it and assumes liability for the performance of the multimodal transport contract as a carrier.
- **"Merchant"** means and includes the Shipper, the Consignor, the Consignee, the Holder of this FBL, the Receiver and the Owner of the Goods.
- **"Consignor"** means the person who concludes the transport contract with the Freight Forwarder.
- **"Consignee"** means the person entitled to receive the goods from the Freight Forwarder.
- **"Taken in charge"** means that the goods have been handed over to and accepted for carriage by the Freight Forwarder at the place of receipt evidenced in this FBL.
- **"Goods"** means any property including live animals as well as containers, pallets or similar articles of Forwarder shall be limited to an amount not exceeding 3.33 SDR per kilogramme of gross weight of transport or packaging not supplied by the Freight Forwarder, irrespective of whether such property is to be or is carried on or under deck.

1. **Applicability**
Notwithstanding the heading "FIATA Multimodal Transport Bill of Lading (FBL)" these conditions also apply if only one mode of transport is used.

2. **Issuance of this FBL**

2.1. By issuance of this FBL the Freight Forwarder
a) undertakes to perform and/or in his own name to procure the performance of the entire transport, from the place at which the goods are taken in charge (place of receipt evidenced in this FBL) to the place of delivery designated in this FBL;
b) assumes liability as set out in these conditions.

2.2 Subject to the conditions of this FBL the Freight Forwarder shall be responsible for the acts and omissions of his servants or agents acting within the scope of their employment, or any other person of whose services he makes use for the performance of the contract evidenced by this FBL, as if such acts and omissions were his own.

3. **Negotiability and title to the goods**

3.1 This FBL is issued in a negotiable form unless it is marked "non negotiable". It shall constitute title to the goods and the holder, by endorsement of this FBL shall be entitled to receive or to transfer the goods herein mentioned.

3.2 The information in this FBL shall be prima facie evidence of the taking in charge by the Freight Forwarder of the goods as described by such information unless a contrary indication, such as "shipper's weight, load and count", "shipper packed container", or similar expressions, has been made in the printed text or superimposed on this FBL. However, proof to the contrary shall not be admissible when the FBL has been transferred to the consignee for valuable consideration who in good faith has relied and acted thereon.

4. **Dangerous Goods and Indemnity**

4.1 The Merchant shall comply with rules which are mandatory according to the national law or by reason of International Convention, relating to the carriage of goods of a dangerous nature, and shall in any case inform the Freight Forwarder in writing of the exact nature of the danger, before goods of a dangerous nature are taken in charge by the Freight Forwarder and indicate to him, if need be, the precautions to be taken.

4.2 If the Merchant fails to provide such information and the Freight Forwarder is unaware of the dangerous nature of the goods and the necessary precautions to be taken and if at any time, they are deemed to be a hazard to life or property, they may at any place be unloaded, destroyed or rendered harmless, as circumstances may require, without compensation. The Merchant shall indemnify the Freight Forwarder against all loss, damage, liability, or expense arising out of their being taken in charge, or their carriage, or of any service incidental thereto. The burden of proving that the Freight Forwarder knew the exact nature of the danger constituted by the carriage of the said goods shall rest on the Merchant.

4.3 If any goods shall become a danger to life or property, they may in like manner be unloaded or landed at any place or destroyed or rendered harmless. If such danger was not caused by the fault and neglect of the Freight Forwarder he shall have no liability and the Merchant shall indemnify him against all loss, damage, liability and expense arising therefrom.

5. **Description of Goods and Merchant's Packing and Inspection**

5.1 The Consignor shall be deemed to have guaranteed to the Freight Forwarder the accuracy, at the time the goods were taken in charge by the Freight Forwarder, of all particulars relating to the general nature of the goods, their marks, number, weight, volume and quantity and, if applicable, to the dangerous character of the goods, as furnished by him or on his behalf for insertion on the FBL. The Consignor shall indemnify the Freight Forwarder against all loss, damage and expense resulting from any inaccuracy or inadequacy of such particulars. The Consignor shall remain liable even if the FBL has been transferred by him. The right of the Freight Forwarder to such an indemnity shall in no way limit his liability under this FBL to any person other than the Consignor.

5.2 The Freight Forwarder shall not be liable for any loss, damage or expense caused by defective or insufficient packing of goods or by inadequate loading or packing within containers or other transport units when such loading or packing has been performed by the Merchant or on his behalf by a person other than the Freight Forwarder, or by the defect or unsuitability of the containers or other transport units supplied by the Merchant, or if supplied by the Freight Forwarder if a defect or unsuitability of the container or other transport unit would have been apparent upon reasonable inspection by the Merchant. The Merchant shall indemnify the Freight Forwarder against all loss, damage, liability and expense so caused.

6. **Freight Forwarder's Liability**

6.1 The responsibility of the Freight Forwarder for the goods under these conditions covers the period from the time the Freight Forwarder has taken the goods in his charge to the time of their delivery.

6.2 The Freight Forwarder shall be liable for loss of or damage to the goods as well as for delay in delivery if the occurrence which caused the loss, damage or delay in delivery took place while the goods were in his charge as defined in Clause 2.1.a, unless the Freight Forwarder proves that no fault or neglect of his own, his servants or agents or any other person referred to in Clause 2.2. has caused or contributed to such loss, damage or delay. However, the Freight Forwarder shall only be liable for loss following from delay in delivery if the Consignor has made a declaration of interest in timely delivery which has been accepted by the Freight Forwarder and stated in this FBL.

6.3 Arrival times are not guaranteed by the Freight Forwarder. However, delay in delivery occurs when the goods have not been delivered within the time expressly agreed upon or, in the absence of such agreement, within the time which would be reasonable to require of a diligent Freight Forwarder, having regard to the circumstances of the case.

6.4 If the goods have not been delivered within ninety consecutive days following such date of delivery as determined in Clause 6.3., the claimant may, in the absence of evidence to the contrary, treat the goods as lost.

6.5 When the Freight Forwarder establishes that, in the circumstances of the case, the loss or damage could be attributed to one or more causes or events, specified in a - e of the present clause, it shall be presumed that it was so caused, always provided, however, that the claimant shall be entitled to prove that the loss or damage was not, in fact, caused wholly or partly by one or more of such causes or events:
a) an act or omission of the Merchant, or person other than the Freight Forwarder acting on behalf of the Merchant or from whom the Freight Forwarder took the goods in charge;
b) insufficiency or defective condition of the packaging or marks and/or numbers;
c) handling, loading, stowage or unloading of the goods by the Merchant or any person acting on behalf of the Merchant;
d) inherent vice of the goods;
e) strike, lockout, stoppage or restraint of labour.

6.6 Defences for carriage by sea or inland waterways. Notwithstanding Clauses 6.2., 6.3. and 6.4., the Freight Forwarder shall not be liable for loss, damage or delay in delivery with respect to goods carried by sea or inland waterways when such loss, damage or delay during such carriage has been caused by:
a) act, neglect, or default of the master, mariner, pilot or the servants of the carrier in the navigation or in the management of the ship;
b) fire, unless caused by the actual fault or privity of the carrier, however, always provided that whenever loss or damage has resulted from unseaworthiness of the ship, the Freight Forwarder can prove that due diligence has been exercised to make the ship seaworthy at the commencement of the voyage.

7. **Paramount Clauses**

7.1 These conditions shall only take effect to the extent that they are not contrary to the mandatory provisions of International Conventions or national law applicable to the contract evidenced by this FBL.

7.2 The Hague Rules contained in the International Convention for the unification of certain rules relating to Bills of Lading, dated Brussels 25th August 1924, or in those countries where they are already in force the Hague Visby Rules contained in the Protocol of Brussels dated 23rd February 1968, as enacted in the Country of Shipment, shall apply to all carriage of goods by sea and also to the carriage of goods by inland waterways, and such provisions shall apply to all goods whether carried on deck or under deck.

7.3 The Carriage of Goods by Sea Act of the United States of America (COGSA) shall apply to the carriage of goods by sea, whether on deck or under deck, if compulsorily applicable to this FBL or would be applicable but for the goods being carried on deck in accordance with a statement on this FBL.

8. **Limitation of Freight Forwarder's Liability**

8.1 Assessment of compensation for loss of or damage to the goods shall be made by reference to the value of such goods at the place and time they are delivered to the consignee or at the place and time when, in accordance with this FBL, they should have been so delivered.

8.2 The value of the goods shall be determined according to the current commodity exchange price or, if there is no such price, according to the current market price or, if there are no such prices, by reference to the normal value of goods of the same name and quality.

8.3. Subject to the provisions of subclauses 8.4. to 8.9. inclusive, the Freight Forwarder shall in no event be or become liable for any loss of or damage to the goods in an amount exceeding the equivalent of 666.67 SDR per package or unit or 2 SDR per kilogramme of gross weight of the goods lost or damaged, whichever is the higher, unless the nature and value of the goods shall have been declared by the Consignor and accepted by the Freight Forwarder before the goods have been taken in his charge, or the ad valorem freight rate paid, and such value is stated in the FBL by him, then such declared value shall be the limit.

8.4 Where a container, pallet or similar article of transport is loaded with more than one package or unit, the packages or other shipping units enumerated in the FBL as packed in such article of transport are deemed packages or shipping units. Except as aforesaid, such article of transport shall be considered the package or unit.

8.5 Notwithstanding the above mentioned provisions, if the multimodal transport does not, according to the contract, include carriage of goods by sea or by inland waterways, the liability of the Freight Forwarder shall be limited to an amount not exceeding 8.33 SDR per kilogramme of gross weight of the goods lost or damaged.

8.6 a) When the loss of or damage to the goods occurred during one particular stage of the multimodal transport, in respect of which an applicable international convention or mandatory national law would have provided another limit of liability if a separate contract of carriage had been made for that particular stage of transport, then the limit of the Freight Forwarder's liability for such loss or damage shall be determined by reference to the provisions of such convention or mandatory national law.
b) Unless the nature and value of the goods shall have been declared by the Merchant and inserted in this FBL, and the ad valorem freight rate paid, the liability of the Freight Forwarder under COGSA, where applicable, shall not exceed US$500 per package or, in the case of goods not shipped in packages, per customary freight unit.

8.7. If the Freight Forwarder is liable in respect of loss following from delay in delivery, or consequential loss or damage other than loss of or damage to the goods, the liability of the Freight Forwarder shall be limited to an amount not exceeding the equivalent of twice the freight under the multimodal contract for the multimodal transport under this FBL.

8.8 The aggregate liability of Freight Forwarder shall not exceed the limits of liability for total loss of the goods.

8.9 The Freight Forwarder is not entitled to the benefit of the limitation of liability if it is proved that the loss, damage or delay in delivery resulted from a personal act or omission of the Freight Forwarder done with the intent to cause such loss, damage or delay, or recklessly and with knowledge that such loss, damage or delay would probably result.

9. **Applicability to Actions in Tort**

9.1 These conditions apply to all claims against the Freight Forwarder relating to the performance of the contract evidenced by this FBL, whether the claim be founded in contract or in tort.

10. **Liability of Servants and other Persons**

10.1 These conditions apply whenever claims relating to the performance of the contract evidenced by this FBL are made against any servant, agent or other person (including any independent contractor) whose services have been used in order to perform the contract, whether such claims are founded in contract or in tort, and the aggregate liability of the Freight Forwarder and of such servants, agents or other persons shall not exceed the limits in clause 8.

10.2 In entering into this contract as evidenced by this FBL, the Freight Forwarder, to the extent of these provisions, does not only act on his own behalf, but also as agent or trustee for such persons, and such persons shall to this extent be or be deemed to be parties to this contract.

10.3 However, if it is proved that the loss of or such loss or damage to the goods resulted from a personal act or omission of such a person referred to in Clause 10.1., done with intent to cause damage or recklessly and with knowledge that damage would probably result, such person shall not be entitled to benefit of limitation of liability provided for in Clause 8.

10.4. The aggregate of the amounts recoverable from the Freight Forwarder and the persons referred to in Clauses 2.2. and 10.1. shall not exceed the limits provided for in these conditions.

11. **Method and Route of Transportation**

11.1. Without notice to the Merchant, the Freight Forwarder has the liberty to carry the goods on or under deck and to choose or substitute the means, route and procedure to be followed in the handling, stowage, storage and transportation of the goods.

12. **Delivery**

12.1. Goods shall be deemed to be delivered when they have been handed over or placed at the disposal of the Consignee or his agent in accordance with this FBL, or when the goods have been handed over to any authority or other party whom, pursuant to the law or regulation applicable at the place of delivery, the goods must be handed over, or such other place at which the Freight Forwarder is entitled to call upon the Merchant to take delivery.

12.2 The Freight Forwarder shall also be entitled to store the goods at the sole risk of the Merchant, and the Freight Forwarder's liability shall cease, and the cost of such storage shall be paid, upon demand, by the Merchant to the Freight Forwarder.

12.3 If at any time the carriage under this FBL is or is likely to be affected by any hindrance or risk of any kind (including the condition of the goods) not arising from any fault or neglect of the Freight Forwarder or a person referred to in Clause 2.2. and which cannot be avoided by the exercise of reasonable endeavours the Freight Forwarder may abandon the carriage of the goods under this FBL and, where reasonably possible, place the goods or any part of them at the Merchant's disposal at any place which the Freight Forwarder may deem safe and convenient, whereupon delivery shall be deemed to have been made, and the responsibility of the Freight Forwarder in respect of such goods shall cease.
In any event, the Freight Forwarder shall be entitled to full freight under this FBL and the Merchant shall pay any additional costs resulting from the above mentioned circumstances.

13. **Freight and Charges**

13.1. Freight shall be paid in cash, without any reduction or deferment on account of any claim, counterclaim or set-off, whether prepaid or payable at destination. Freight shall be considered as earned by the Freight Forwarder at the moment when the goods have been taken in his charge, and not to be returned in any event.

13.2. Freight and all other amounts mentioned in this FBL are to be paid in the currency named in this FBL or, at the Freight Forwarder's option, in the currency of the country of dispatch or destination at the highest rate of exchange for bankers sight bills current for prepaid freight on the day of dispatch and for freight payable at destination on the day when the Merchant is notified on arrival of the goods there or on the date of withdrawal of the delivery order, whichever rate is the higher, or at the option of the Freight Forwarder on the date of this FBL.

13.3. All dues, taxes and charges or other expenses in connection with the goods shall be paid by the Merchant. Where equipment is supplied by the Freight Forwarder, the Merchant shall pay all demurrage and charges which are not due to a fault or neglect of the Freight Forwarder.

13.4 The Merchant shall reimburse the Freight Forwarder in proportion to the amount of freight for any costs for deviation or delay or any other increase of costs of whatever nature caused by war, warlike operations, epidemics, strikes, government directions or force majeure.

13.5 The Merchant warrants the correctness of the declaration of contents, insurance, weight, measurements or value of the goods but the Freight Forwarder has the liberty to have the contents inspected and the weight, measurements or value verified. If on such inspection it is found that the declaration is not correct it is agreed that a sum equal either to five times the difference between the correct figure and the freight charged or to double the correct freight less the freight charged whichever sum is the smaller shall be payable as liquidated damages to the Freight Forwarder for his inspection costs and losses of freight on other goods notwithstanding any other sum having been stated on this FBL as freight payable.

13.6 Despite the acceptance by the Freight Forwarder of instructions to collect freight, charges or other expenses from any other person in respect of the transport under this FBL the Merchant shall remain responsible for such monies on receipt of evidence of demand and the absence of payment for whatever reason.

14. **Lien**
The Freight Forwarder shall have a lien on the goods and any documents relating thereto for any amount due at any time to the Freight Forwarder from the Merchant including storage fees and the cost of recovering same, and may enforce such lien in any reasonable manner which he may think fit.

15. **General Average**
The Merchant shall indemnify the Freight Forwarder in respect of any claims of a General Average nature which may be made on him and shall provide such security as may be required by the Freight Forwarder in this connection.

16. **Notice**

16.1. Unless notice of loss of or damage to the goods, specifying the general nature of such loss or damage, is given in writing by the consignee to the Freight Forwarder when the goods are delivered to the consignee in accordance with clause 12, such handing over is prima facie evidence of the delivery by the Freight Forwarder of the goods as described in this FBL.

16.2 Where the loss or damage is not apparent, the same prima facie effect shall apply if notice in writing is not given within 6 consecutive days after the day when the goods were delivered to the consignee in accordance with clause 12.

17. **Time bar**
The Freight Forwarder shall, unless otherwise expressly agreed, be discharged of all liability under these conditions unless suit is brought within 9 months after the delivery of the goods, or the date when the goods should have been delivered, or the date when in accordance with clause 6.4. failure to deliver the goods would give the consignee the right to treat the goods as lost.

18. **Partial Invalidity**
If any clause or a part thereof is held to be invalid, the validity of this FBL and the remaining clauses or a part thereof shall not be affected.

19. **Jurisdiction and applicable law**
Actions against the Freight Forwarder may be instituted only in the place where the Freight Forwarder has his place of business as stated on the reverse of this FBL and shall be decided according to the law of the country in which that place of business is situated.

HECNY GROUP

HECNY TRANSPORTATION INC

147-39 175TH STREET SUITE#211JAMAICA, NY 11434
TEL:718-656-5537 FAX:718-632-8491
BANKER:BANK OF AMERICA(CHINATOWN BRANCH #0279 701 GRANT AVENUE SAN FRANCISCO, CA94108)
A/C NAME:HECNY TRANSPORTATION INC(A/C NO:02797-40607)
SWIFT COD:BOFAUS3N /BOFAUS6S , ABA NO:0260-0959-3 , ROUNTING NO: 121000358

~~ INVOICE ~~

Invoice # IN224163 **Invoice Date** 2016-10-31

BILL TO: THE LINK GROUP INC
6204 5TH AVENUE
11220 BROOKLYN (NY) US

NOTIFY: SAME AS CONSIGNEE

FILE# LN177553
ETD: 2016-09-17 **ETA** 2016-10-03
VESSEL: CMA CGM RACINE 051W
MBL# UASUITGOA308905
H/BL# 301009
PKGS: 25
Load/Recpt MILANO
Discharge: NEW YORK, NY
Final Dest: NEW YORK, NY
SHIPPER: ABK INDUSTRIE CERAMICHE SPA

CHARGES	UNITPRICE	QUANTITY	AMOUNT
FREIGHT CHARGE	$1650.00	1.000	$1650.00
DOCUMENTATION FEE	$45.00	1.000	$45.00
DUTY FEE	$1958.01	1.000	$1958.01
ENTRY FEE	$110.00	1.000	$110.00
IMPORT SECURITY FILING	$35.00	1.000	$35.00
ORIGIN CHARGE	$1100.00	1.000	$1100.00
TOTAL CHARGES DUE			$4898.01

****PLEASE PAY THIS AMOUNT****

CNTR:UACU3527965/20SD

*** **Remark:**

ISSUE BY cheryl logan 2017-02-16

TELEX RELEASE

2016-09-20

MULTILOGISTICS
Integrated Logistics & Freight Forwarders

BOLOGNA
Via Turrini, 19 40012 Calderara di Reno (BO)
Tel. +39 051 72 94 44 - Fax. +39 051 72 94 04

Shipper ABK INDUSTRIE CERAMICHE SPA VIA S. LORENZO 24/A 41034 FINALE EMILIA MO IT TL 0535761311 FX 0535761320	Ref. 05/16/301009 Bill of Lading 30.
Consignee (if 'To Order' so indicate) CARRIER GROUP INC 6204 5TH AVENUE 11220 BROOKLYN (NY) US	
Notify Party (No claim shall attach for failure to notify)	Also Notify
Port of Loading LA SPEZIA, IT	Place of Receipt

Vessel	Port of discharge	Place of Delivery	No. of Bills of Lading
CMA CGM RABELAIS	NEW YORK NY, US		EXPRESS

Marks and Numbers	No of Pkgs. or Shipping Units	Description of goods	Gross weight	Measurement
FCL/FCL UACU 352796/5 SEAL 7829834		SHIPPER'S STOW LOAD AND COUNT 1X20'BOX CNTR SAID TO CONTAIN: 25 PALLETS CERAMIC TILES "FREIGHT COLLECT"	25902.00	

Freight amount	Temperature Control Instruction	**Copy** *Not Negotiable*
Freight payable at COLLECT	Excess Value Declaration:refer to Clause 6 (4) (B)+(C) on reserve side	

Freight Details, Charges, etc.

RECEIVED by the Carrier the Goods as specified above in apparent good order and Condition unless otherwise stated, to be transported to such place as agreed, authorised or permitted herein and subjectto all the terms and conditions appearing on the front and reserve of this Bill of Lading to which the Merchant agrees by accepting this Bill of Lading, any local privileges and custom notwithstanding
The particulars given above as stated by the shipper and the weight, measure quantity, condition, contents and value of the Goods are unknown to the Carrier
In WITNESS whereof one (1) original Bill of Lading has been signed if not otherwise stated above, the same being accomplished the other(s), if any, to be void. If required by the Carrier one (1) original Bill of Lading must be surrendered duly endorsed in exchange for the Goods of delivery order.

For delivery please apply to
HECNY TRANSPORTATION INC.
147-39, 175TH STREET, ROOM 100
11434 JAMAICA, NY US

Place and date of issue BOLOGN 11/09/2016

Signed on behalf of MULTILOGISTICS SPA

1 DEFINITIONS
"Carrier" means the Company stated on the front of this Bill of Lading as being the carrier and on whose behalf this Bill of Lading has been signed.
"Merchant" includes the shipper, the consignee, the receiver of the Goods, the holder of this Bill of Lading, any person owning or entitled to the possession of the Goods or of this Bill of Lading, any person having a present or future interest in the Goods or any person acting on behalf of any of the above mentioned persons.
"Goods" includes the cargo supplied by the merchant and includes any Container not supplied by or on behalf of the Carrier.
"Container" includes any container, trailer, transportable tank, flat, pallet or any similar article of transport used to consolidate Goods.
"Carriage" means the whole of the operations and services undertaken or performed by or on behalf of the Carrier in respect of the Goods.
"Combined Transport" arises where the Carriage called for by this Bill of Lading is not port to port shipment.
"Port to Port Shipment" arises where the Place of Receipt and Delivery are not indicated on the front of this Bill of Lading or if both the Place of Receipt and the Place of Delivery indicated are ports and the Bill of Lading does not in the nomination of the Place of Receipt or the Place of Delivery on the front hereof specify any place or spot within the area of the port so nominated.
"Hague Rules" means the provision of the International Convention for Unification of certain Rules relating to Bills of Lading signed at Brussels on the 25th August 1924.
"Hague-Visby Rules" means the Hague Rules as amended by the Protocol signed at Brussels on 23rd February 1968.
"COGSA" means the Carriage of Goods by Sea Act of the United States of America approved on 16th April 1936.
"COGWA" means the Carriage of Goods by Water Act 1936 of Canada.
"Charges" includes freight and all expenses and money obligations incurred and payable by the Merchant.
"Shipping Unit" includes freight unit and the term "unit" as used in the Hague Rules and Hague Visby Rules.
"Person" includes an individual, a partnership, a body corporate or other entity.
"Stuffed" includes filled, consolidated, packed, loaded or secured.

2 CARRIER'S TARIFF
The provisions of the Carrier's applicable Tariff, if any, are incorporated herein. Copies of such provisions are obtainable from the Carrier or its agents upon request or, where applicable, from a government body with whom the Tariff has been filed. In the case of inconsistency between this Bill of Lading and the applicable Tariff, this Bill of Lading shall prevail.

3 WARRANTY
The Merchant warrants that in agreeing to the terms hereof he is, or is the agent of and has the authority of, the person owning or entitled to the possession of the Goods or any person who has a present or future interest in the Goods.

4. NEGOTIABILITY AND TITLE TO THE GOODS
(1) This Bill of Lading shall be non-negotiable unless made out to order, in which event it shall be negotiable and shall constitute title to the Goods and the holder shall be entitled to receive or to transfer the Goods herein described.
(2) This Bill of Lading shall be prima facie evidence of the taking in charge by the Carrier of the Goods as herein described. However proof to the contrary shall not be admissible when this Bill of Lading has been negotiated or transferred for valuable consideration to a third party acting in good faith.

5 CERTAIN RIGHTS AND IMMUNITIES FOR THE CARRIER AND OTHER PERSONS
(1) The carrier shall be entitled to sub-contract on any terms the whole or any part of the Carriage.
(2) The Merchant undertakes that no claim or allegation shall be made against any person or vessel whatsoever other than the carrier, including but not limited to, the carrier's servants or agents, any independent contractor and his servants or agents, and all others by whom the whole or any part of the Carriage, whether directly or indirectly, is procured performed or undertaken, which imposes or attempts to impose upon any such person or vessel any liability whatsoever in connection with the Goods or the Carriage and if any claim or allegation should nevertheless be made to defend, indemnify and hold harmless the Carrier against all consequences thereof. Without prejudice to the foregoing every such person or vessel shall have the benefit of all provisions herein benefiting the Carrier as if such provisions were expressly for their benefit and in entering into this contract the Carrier, to the extent of these provisions, does so not only on his own behalf but also as agent or trustee for such persons and vessels and such persons and vessels shall to this extent be or be deemed to be parties to this contract.
(3) The Merchant shall defend, indemnify and hold harmless the Carrier against any claim or liability and any expense arising therefrom arising from the Carriage of the Goods insofar as such claim or liability exceeds the Carrier's liability under this Bill of Lading.
(4) The defences and limits of liability provided for in this Bill of Lading shall apply in any action against the Carrier whether the action be founded in Contract or in tort.

6 CARRIER'S RESPONSIBILITY
(1) CLAUSE PARAMOUNT
(A) Subject to clause 17 below, this Bill of Lading insofar as it relates to sea carriage by any vessel whether named herein or not shall have effect subject to the Hague Rules or any legislation making such Rules or the Hague-Visby Rules compulsorily applicable (such as COGSA or COGWA) to this Bill of Lading and the provisions of the Hague Rules or applicable legislation shall be deemed incorporated herein. The Hague Rules (or COGSA or COGWA if this Bill of Lading is subject to U.S. or Canadian law respectively) shall apply to the carriage of Goods by inland waterways and reference to carriage by sea in such Rules or legislation shall be deemed to include reference to inland waterways. If and to the extent that the provisions of the Harter Act of the United States of America 1893 would otherwise be compulsorily applicable to regulate the Carrier's responsibility for the Goods during any period prior to loading on or after discharge from the vessel the Carrier's responsibility shall instead be determined by the provisions of 6(3) below, but if such provisions are found to be invalid such responsibility shall be subject to COGSA.
(B) The Carrier shall be entitled to (and nothing in this Bill of Lading shall operate to deprive or limit such entitlement) the full benefit of, and rights to all limitations of and exclusions from liability and all rights conferred or authorised by any applicable law, statute or regulation of any country (including but not limited to, where applicable any provisions of section 4281 to 4288, inclusive, of the Revised of the United States of America) and amendments thereto and whether applicable any provisions of the Revised Statutes of the United States of America) and without prejudice to the generality of the foregoing also any law, statute or regulation available to the Owner of the Vessel(s) on which the Goods are carried.
(2) PORT TO PORT SHIPMENT
The responsibility of the Carrier is limited to the part of the Carriage from and during loading into the vessel up to and during discharge from the vessel and the Carrier shall not be liable for any loss or damage whatsoever in respect of the Goods or for any other matter arising during any other part of the Carriage even though the charges for the whole Carriage have been charged by the Carrier. The Merchant constitutes the Carrier as agent to enter into contracts on behalf of the Merchant with others for transport, storage, handling or any other services in respect of the Goods prior to loading and subsequent to discharge of the Goods from the vessel without responsibility for any act or omission whatsoever on the part of the Carrier or others and the Carrier may as such agent enter into contracts with others on any terms whatsoever including terms less favourable than the terms in this Bill of Lading.
(3) COMBINED TRANSPORT
Save as is otherwise provided in this Bill of Lading, the Carrier shall be liable for loss of or damage to the Goods occurring from the time that the Goods are taken into his charge until the time of delivery to the extent set out below:
(A) Where the stage of the Carriage where the loss or damage occurred cannot be proved
(i) The Carrier shall be entitled to rely upon all exclusions from liability under the Rules or legislations that would have been applied under 6(1)(A) above had the loss or damage occurred at sea or, if there was no carriage by sea, under the Hague Rules (or COGSA or COGWA if this Bill of Lading is subject to U.S. or Canadian law respectively)
(ii) Where under (i) above the Carrier is not liable in respect of some or all of the loss or damage he shall only be liable to the extent that Hague Carrier for which he is liable have contributed to the loss or damage
(iii) Subject to 6(3)(C) below where the Hague or Hague Rules any legislation applying such Rules or the Hague-Visby Rules (such as COGSA or COGWA) is not compulsorily applicable, the Carrier's liability shall not exceed US $2.00 per kilo of the gross weight of the Goods lost, damaged or in respect of which the claim arises or the value of such Goods, whichever is the lesser
(iv) The Value of the goods shall be determined according to the Commodity exchange price at the place and time of delivery to the Merchant or at the place and time when they should have been so delivered or if there is no such price according to the current market price by reference to the normal value of Goods of the same kind and quality at such place and time.

(B) Where the stage of Carriage where the loss or damage occurred can be proved
(i) the liability of the Carrier shall be determined by the provisions contained in any international convention or national law of the country which provisions:
(a) cannot be departed from by private contract to the detriment of the Merchant, and
(b) would have applied if the Merchant had made a separate and direct contract with the Carrier in respect of the particular stage of Carriage where the loss or damage occurred and had received as evidence thereof any particular document which must be issued in order to make such international convention or national law applicable
(ii) with respect to the transportation in the United States of America or in Canada to the Port of Loading or from the Port of discharge, the responsibility of the Carrier shall be to procure transportation by carriers (one or more) and such transportation shall be subject to the inland carriers contracts of carriage and tariffs and any law compulsorily applicable. The Carrier guarantees the fulfilment of such inland carriers obligations under their contracts and tariff.
(iii) Where neither (i) or (ii) above apply, any liability of the Carrier shall be determined by 6(3)(A) above

(4) GENERAL PROVISIONS
(A) Delay, Consequential Loss
Save as otherwise provided herein, the Carrier shall in no circumstances be liable for direct, indirect or consequential loss or damage caused by delay or any other cause whatsoever and howsoever caused. Without prejudice to the foregoing if the Carrier is found liable for delay, liability shall be limited to the freight applicable to the relevant stage of the transport.
(B) Package or Shipping Unit Limitation
Where the Hague Rules or any legislation making such Rules compulsorily applicable (such as COGSA or COGWA) to this Bill of Lading apply, the Carrier shall not unless a declared value has been noted in accordance with (C) below, be or become liable for any loss damage to or in connection with the Goods in an amount per package or shipping unit in excess of the package or shipping unit limitation as laid down by such rules or legislation. Such limitation amount according to COGSA is US $500 and according to COGWA is Can $500. If no limitation amount is applicable under such declared value.
(C) Ad Valorem, Declared Value of Package or Shipping Unit
The Carrier's liability may be increased to a higher value by a declaration in writing of the value of the Goods by the Shipper upon delivery to the Carrier of the Goods for shipment, such higher value being inserted on the front of this Bill of Lading in the space provided and, if required by the Carrier extra freight paid. In such case, if the actual value of the shall exceed such declared value, the value shall nevertheless be deemed to be declared value and the Carrier's liability, if any, shall not exceed the declared value and partial loss or damage shall be adjusted pro rata and the basis of such declared value.
(D) Definition of Package or Shipping Unit
Where a container is used to consolidate Goods and such Container is stuffed by the Carrier, the number of packages or shipping units stated on the face of this Bill of Lading in the box provided shall be deemed the number of packages or shipping units for the purpose of any limit of liability per package or shipping unit provided in any international convention or national law relating to the carriage of the Goods by Sea. Except as aforesaid the Container shall be considered the Package or shipping unit.
The words "shipping unit" shall mean each physical unit or piece of cargo not shipped in a package, including articles or things of any description whatsoever, except Goods shipped in bulk, and irrespective of the weight or measurement unit employed in calculating freight charges. As to Goods shipped in bulk, the limitation provided in such convention or law which may applicable, and in no event shall anything herein be construed to be a waiver of limitation as to Goods shipped in bulk.
(E) Rust etc
It is agreed that superficial rust, oxidation or any like condition due to moisture, is not a condition of damage but is inherent to the nature of the Goods and acknowledgement of receipt of the Goods in apparent good order and condition is not a representation that such conditions of rust, oxidation or the like did not exist on receipt.
(F) Notice of Loss or Damage
The Carrier shall be deemed prima facie to have delivered the Goods as described in this Bill of Lading unless notice of loss of or damage to the Goods indicating the general nature of such loss or damage, shall have been given in writing to the Carrier or to his representative at the place of delivery before or at the time of removal of the Goods into the custody of the person entitled to delivery thereof under this Bill of Lading or, if the loss or damage is not apparent within three consecutive days thereafter.
(G) Time bar
The Carrier shall be discharged of all liability unless suit is brought in the proper forum and written notice thereof received by the Carrier within nine months after delivery of the Goods or the date when the Goods should have been delivered. In the event that such time period shall be found contrary to any convention or law compulsorily applicable, the period prescribed by such convention or law shall then apply but in that circumstance only.

7. MERCHANT'S RESPONSIBILITY
(1) The description and particulars of the Goods set out on the face hereof are furnished by the Merchant and the Merchant warrants to the Carrier that the description and particulars including, but not limited to, of weight, content, measure, quantity, marks, numbers, and value are correct.
(2) The Merchant shall comply with all applicable laws, regulations and requirements of customs, port and other authorities and shall bear and pay all duties, taxes, fines, imposts expenses and losses incurred or suffered by reason thereof or by reason of any illegal, incorrect or insufficient marking, numbering or addressing of the Goods.
(3) The Merchant undertakes that the Goods are packed in a manner adequate to withstand the ordinary risks of Carriage having regard to their nature and in compliance with all laws, regulations and requirements which applicable.
(4) No Goods which are or may become dangerous, inflammable or damaging or which are or may become liable to damage any property or person whatsoever shall be tendered to the Carrier for Carriage without the Carrier's express consent in writing and without the Container or other covering in which the Goods are to be transported and the Goods being distinctly marked on the outside so as to indicate the nature and character of any such articles and so as to comply with all applicable laws, regulations and requirements. If any such articles are delivered to the Carrier without such written consent and marking or if in the opinion of the Carrier the articles are or are liable to become of a dangerous, inflammable or damaging nature, the same may at any time be destroyed, disposed of, abandoned, or rendered harmless without compensation to the Merchant and without prejudice to the Carrier's right to Charges.
(5) The Merchant shall be liable for the loss, damage, contamination, soiling, detention or demurrage before, during and after the Carriage of property (including, but not limited to, Containers) of the Carrier or any person or vessel (other than the Merchant) referred to in 5(2) above caused by the Merchant or any person acting on his behalf or for which the Merchant is otherwise responsible.
(6) The Merchant shall defend, indemnify and hold harmless the Carrier against any loss, damage, claim, liability or expense whatsoever arising from any breach of the provisions of this clause 7 or from any cause in connection with the Goods for which the Carrier is not responsible.

8 CONTAINERS
(1) Goods may be stuffed by the carrier in or on Containers and Goods may be stuffed with other Goods.
(2) The terms of this Bill of Lading shall govern the responsibility of the Carrier in connection with or arising out of the supply of a Container to the Merchant, whether supplied before or after the Goods are received by the Carrier or delivered to the Merchant.
(3) If a Container has been stuffed by or on behalf of the Merchant
(A) the Carrier shall not be liable for loss of or damage to the Goods
(i) caused by the manner in which the Container has been stuffed
(ii) caused by the unsuitability of the Goods for Carriage in Containers
(iii) caused by the unsuitability or defective condition of the Container provided that where the Container has been supplied by or on behalf of the Carrier, this paragraph (iii) shall only apply if the unsuitability or defective condition arose (a) without any want of due diligence on the part of the Carrier or (b) would have been apparent upon reasonable inspection by the Merchant at or prior to the time when the Container was stuffed.
If the Container is not sealed at the commencement of the Carriage except where the Carrier has agreed to seal the Container.
(B) the Merchant shall defend, indemnify and hold harmless the Carrier against any loss, damage, claim, liability or expense whatsoever arising from one or more of the matters covered by (A) above except for (A)(iii)(a) above.
(4) Where the Carrier is instructed to provide a Container in the absence of a written request to the contrary, the Carrier is not under an obligation to provide a Container of any particular type or quality.

9 PARTIAL INVALIDITY
If any provision in this Bill of Lading is held to be invalid or unenforceable by any court or regulatory agency or body, such invalidity or unenforceability shall attach only to such provision. The validity of remaining provisions shall not be affected thereby and this Bill of Lading contract shall be carried out as if such invalid or unenforceable provision were not contained herein.

10 TEMPERATURE CONTROLLED CARGO
(1) The Merchant undertakes not to tender for transportation any Goods which require temperature control without previously giving written notice (and filling in the box on the front on the Bill of Lading if this Bill of Lading has been prepared by the Merchant or a person acting on his behalf) of their nature and particular temperature range to be maintained and in the case of temperature controlled Container stuffed by or on behalf of the Merchant further undertakes that the Container has been properly pre-cooled, that the Goods have been properly stuffed in the Container and that its thermostatic controls have been properly set by the Merchant before receipt of the Goods by the Carrier.
If the above requirements are not complied with the Carrier shall not be liable for any loss of or damage to the Goods caused by such non compliance.
(2) The Carrier shall not be liable for any loss of or damage to the Goods arising from defects, derangement, breakdown, stoppage of, the temperature controlling machinery, plant, insulation or any apparatus of the Container provided that the Carrier shall before or at the beginning of the Carriage exercise due diligence to maintain the refrigerated Container in an efficient state.

11 INSPECTION OF GOODS
If any time the Carrier or any person authorised by the Carrier shall be entitled but under no obligation to open any Container or Package at any time and to inspect the Goods.

12 MATTERS AFFECTING PERFORMANCE
(1) If any time the Carriage is or is likely to be affected by any hindrance, risk, delay, difficulty or disadvantage of any kind (including the condition of the Goods) whensoever and howsoever arising (whether or not the Carriage has commenced) the Carrier may
(A) without notice to the Merchant abandon the Carriage of the Goods and where reasonable place the goods or any part of them at the Merchant's disposal at any place which the Carrier may deem safe and convenient, whereupon the responsibility of the Carrier in respect of such Goods shall cease
(B) without prejudice to the Carrier's right subsequently to abandon the Carriage under (A) above continue the Carriage
In any event the Carrier shall be entitled to full Charges on Goods received for Carriage and the Merchant shall pay any additional costs resulting from above mentioned circumstances.
(2) The liability of the Carrier in respect of the Goods shall cease on the delivery or other disposition of the Goods in accordance with the orders or recommendations given by any government or authority or any person acting or purporting to act as or on behalf of such government or authority.

13 METHODS AND ROUTE OF TRANSPORTATION
(1) The Carrier may at any time and without notice to the Merchant use any means of transport or storage whatsoever load or carry the Goods on any vessel whether named on the front hereof or not, transfer the Goods from one conveyance to another including transhipping or carrying the same on another vessel than that named on the front hereof or by any other means of transport whatsoever, at any place unpack and remove Goods which have been stuffed in or on Container and forward the same in any manner whatsoever proceed at any speed and by any route in his discretion (whether or not the nearest or most direct or customary or advertised route) and proceed to or stay at any place whatsoever once or more often and in any order, load or unload the Goods from any conveyance at any place (whether or not the place is a port named on the front hereof as the intended Port of Loading or intended Port of Discharge), comply with any orders or recommendations given by any government or authority or any person or body acting or purporting to act as or on behalf of such government or authority or having under the terms of the insurance on the conveyance employed by the Carrier the right to give orders or directions, permit the vessel to proceed with or without pilots, to tow or be towed or to be dry-docked permit the vessel to carried livestock, Goods of all kinds dangerous or otherwise, contraband explosives, munitions or warlike stores and sail armed or unarmed.
(2) The liberties set out in (1) above may be invoked by the Carrier for purposes which cover whether or not connected with the Carriage of the Goods. Anything done in accordance with (1) above or any delay arising therefrom shall be within the contractual Carriage and shall not be a deviation of whatsoever nature or degree.

14. DECK CARGO AND LIVESTOCK
(1) Goods of any description whether containerised or not may be stowed on or under deck without notice to the Merchant and such stowage shall not be a deviation of whatsoever nature or degree. Subject to (2) below, such Goods whether carried on deck or under deck shall participate in General Average and such Goods (other than livestock) shall be deemed to be within the definition of Goods for the purposes of the Hague Rules or any legislation making such Rules or the Hague Visby Rules compulsorily applicable (such as COGSA or COGWA) to this Bill of Lading.
(2) Goods (not being Goods stuffed in or Containers other than open flats or pallets) which are stated on the front of this Bill of Lading to be carried on deck and which are so carried (and livestock whether or not carried on the deck) are carried without responsibility on the part of the Container for loss damage of whatsoever nature arising during carriage by sea or inland waterways whether caused by unseaworthiness or negligence or any other cause whatsoever. The Merchant shall defend indemnify and hold harmless the Carrier against any and any extra cost incurred for any reason whatsoever in connection with carriage of livestock.

15 DELIVERY OF GOODS
If delivery of the Goods or any part thereof is not taken by the Merchant at the time and place when and where the Carrier is entitled to call upon the Merchant to take delivery thereof, the Carrier shall be entitled without notice to remove from a Container the Goods or that part thereof if stuffed in or on Container and to store the Goods or that part ashore, afloat, in the open or under cover at the sole risk and expense of the Merchant. Such storage shall constitute due delivery hereunder and thereupon the liability of the Carrier in respect of the Goods or that part thereof shall cease.

16 BOTH TO BLAME COLLISION
If the vessel on which the Goods are carried (the carrying vessel) comes into collision with any other vessel or object (the non-carrying vessel or object) as a result of the negligence of the non carrying vessel or object or the owner of, charterer of or person responsible for the non carrying vessel or object the Merchant undertakes to defend, indemnify and hold harmless the Carrier against all claims by or liability to (and any expense arising therefrom) any vessel or person in respect of any loss of or damage to, or any claim whatsoever of the Merchant, paid or payable to the Merchant by the non carrying vessel or object or the owner of, charterer of or person responsible for the non carrying vessel or object and set off recouped or recovered by such vessel, object or person(s) against the Carrier, the Carrying vessel or her owners or charterer.

17. GENERAL AVERAGE
(1) The Carrier may declare General Average which shall be adjustable according to the York/Antwerp Rules of 1974 at any place at the option of the Carrier and the Amended Jason Clause as approved by BIMCO is to be considered as incorporated herein and the Merchant shall provide such security as may be required by the Carrier in this connection.
(2) Notwithstanding (1) above, the Merchant shall defend, indemnify and hold harmless the Carrier in respect of any claim (and any expense arising therefrom) of a General Average nature which may be made on the Carrier and shall provide such security as may be required by the Carrier in this connection.
(3) The Carrier shall be under no obligation to take any step whatsoever to collect security for General Average contributions due to the Merchant.

18 CHARGES
(1) Charges shall be deemed fully earned on receipt of the Goods by the Carrier and shall be paid and non returnable in any event.
(2) The Charges have been calculated on the basis of particulars furnished by or on behalf of the Merchant. The Carrier shall be entitled to production of the commercial invoice for the Goods or true copy thereof and to inspect, reweigh, remeasure and revalue the goods and if the particulars are found by the Carrier to be incorrect the Merchant shall pay the Carrier the correct Charges (credit being given for the Charges charged) and the costs incurred by the Carrier in establishing the correct particulars.
(3) All Charges shall be paid without any set off counter claim deduction or stay of execution.

19 LIEN
The carrier shall have a lien on Goods and any documents relating thereto for all sums whatsoever due at any time to the Carrier from the Merchants and General Average contributions to whomsoever 2 and for the costs of recovering the same and the Carrier shall have the right to sell the Goods and documents by public auction or private treaty, without notice to the Merchant and at the Merchant's expense and without any liability towards the Merchant.

20 VARIATION OF THE CONTRACT
No servant or agent of the Carrier shall have power to waive or vary any of the terms hereof unless such waiver or variation is in writing and is specifically authorised or ratified in writing by a director or officer of the Carrier who has the actual authority of the Carrier so to waive or vary.

21 JURISDICTION AND LAW CLAUSE
The contract evidenced by or contained in this Bill of Lading is governed by Hong Kong law and any claims or dispute arising hereunder or in connection herewith shall be determined by Courts in Hong Kong and no other Courts.

HECNY TRANSPORTATION INC

147-39 175TH STREET SUITE#211JAMAICA, NY 11434
TEL:718-656-5537 FAX:718-632-8491
HECNY GROUP
BANKER:BANK OF AMERICA(CHINATOWN BRANCH #0279 701 GRANT AVENUE SAN FRANCISCO, CA94108)
A/C NAME:HECNY TRANSPORTATION INC(A/C NO:02797-40607)
SWIFT COD:BOFAUS3N /BOFAUS6S , ABA NO:0260-0959-3 , ROUNTING NO: 121000358

~~ INVOICE ~~

Invoice # IN226010 **Invoice Date** 2016-11-18

BILL TO: THE LINK GROUP INC
6204, 5TH AVENUE
BROOKLYN, NY 11220
USA

NOTIFY: SAME AS CONSIGNEE

FILE# LN178781
ETD: 2016-10-24 **ETA** 2016-11-04
VESSEL: ZIM ALABAMA 44W
MBL# ZIMUVLC0083854
H/BL# 017671
PKGS: 1746CTNS
Load/Recpt TARRAGONA
Discharge: NEW YORK, NY
Final Dest: NEW YORK, NY
SHIPPER: GEOLGICA TILES, S.L.U.

CHARGES	UNITPRICE	QUANTITY	AMOUNT
FREIGHT CHARGE	$1650.00	2.000	$3300.00
DOCUMENTATION FEE	$45.00	1.000	$45.00
DUTY FEE	$1194.10	1.000	$1194.10
ENTRY FEE	$110.00	1.000	$110.00
IMPORT SECURITY FILING	$35.00	2.000	$70.00
ORIGIN CHARGE	$1100.00	2.000	$2200.00
TOTAL CHARGES DUE			$6919.10

****PLEASE PAY THIS AMOUNT****

CNTR:GLDU5231620/20SD,TRHU1390535/20SD

*** Remark:

ISSUE BY cheryl logan 2017-02-16

BILL OF LADING

TELEX RELEASE

Shipper
GEOLÓGICA TILES, S.L.U.
CAMINO HASTALAZOS, S/N
12550 ALMAZORA (CASTELLON)
SPAIN

Country of Origin

Bill of

F/Agent Name + Ref.

2016-10-26

Shipper's Ref.

Consignee (If "To Order" so indicate)
THE LINK GROUP INC.
6204, 5TH AVENUE
BROOKLYN, NY 11220
USA

MULTILOGISTICS

Integrated Logistics & Freight Forwarders

Notify Party (No claim shall attach for failure to notify)
THE SAME AS CONSIGNEE

C/Saragossa, 14
Pol. Ind. Salines
08830 Sant Boi de Llobregat - Spain
Tel.: +00.34.93.5510334
multilogistics@multilogistics.net

Place of Receipt	Port of Loading
	Valencia

Intented Vessel	Port of Discharge	Place of Delivery	No. of Bills of Lading
ZIM ALABAMA VOY.44/W	New York		

Marks + Numbers	No. of Pkgs. or Shipping Units	Description of Good + Pkgs.	Gross Weight KGS	Measurement CBM
	1.746	2 x 20' DRY CARTONS INTO 36 PALLETS FLOOR & WALL TILES NCM: 690890	47.156	50,000
FCL/FCL CONT.NO. GLDU5231620 20' DRY Seal ZZW354102 TRHU1390535 20' DRY Seal ZZB844565		20'DV GLDU5231620 / SEAL: ZZW354102 864 CARTON/INTO 18 PLTS/23.227 KG 25,000 CBM 20'DV TRHU1390535 / SEAL: ZZB844565 882 CARTON/INTO 18 PLTS/23.929 KG 25,000 CBM "FREIGHT COLLECT" "EXPRESS B/L"		

Freight Details, Charges, etc:

Excess Value Declaration: Refer to Clause 6(4)(B) + (C) on reverse side

RECEIVED by the Carrier Goods as specified above in apparent good order and condition unless otherwise stated, to be transported to such place as agreed, authorised or permitted herein and subject to all the terms and conditions appearing on then front and reverse of this Bill of Lading to which the Merchant agrees by accepting this Bill of Lading, any local privileges and customs notwithstanding.
The particulars given above as stated by the shipper and the weight, measure, quantity, condition, contents and value of the Goods are unknow to the Carrier.
In WITNESS whereof one (1) original Bill of Lading has been signed if not otherwise stated above, the same being accomplished the other(s), if any, to be void. If required by the Carrier one (1) original Bill of Lading must be surrendered duly endorsed in exchange for the Goods or delivery order.

For delivery please apply to:
HECNY TRANSPORTATION INC. (USA)-NY
147-39 175th Street, Suite #211
Jamaica, NY 11434
USA

Place and date of issue SANT BOI DE LLOBR 24/10/16

Signed on behalf of the Carrier:
MULTILOGISTICS SPAIN, S.A.

by AS CARRIER

COPY NOT NEGOTIABLE

Standard Conditions (1992) governing the FBL MULTIMODAL TRANSPORT BILL OF LADING

Definitions.
- "**Freight Forwarder**" means the Multimodal Transport Operator who issues this FBL and is named on the face of it and assumes liability for the performance of the multimodal transport contract as a carrier.
- "**Merchant**" means and includes the Shipper, the Consignor, the Consignee, the Holder of this FBL, the Receiver and the Owner of the Goods.
- "**Consignor**" means the person who concludes the multimodal transport contract with the Freight Forwarder.
- "**Consignee**" means the person entitled to receive the goods from the Freight Forwarder.
- "**Taken in charge**" means that the goods have been handed over to and accepted for carriage by the Freight Forwarder at the place of receipt evidenced in this FBL.
- "**Goods**" means any property including live animals as well as containers, pallets or similar articles of transport or packaging not supplied by the Freight Forwarder, irrespective of whether such property is to be or is carried on or under deck.

1. Applicability
Notwithstanding the heading "FIATA Multimodal Transport Bill of Lading (FBL)" these conditions also apply if only one mode of transport is used.

2. Issuance of this FBL
2.1 By issuance of this FBL the Freight Forwarder
a) undertakes to perform and/or in his own name to procure the performance of the entire transport, from the place at which the goods are taken in charge (place of receipt evidenced in this FBL) to the place of delivery designated in this FBL;
b) assumes liability as set out in these conditions.
2.2 Subject to the conditions of this FBL the Freight Forwarder shall be responsible for the acts and omissions of his servants or agents acting within the scope of their employment, or any other person of whose services he makes use for the performance of the contract evidenced by this FBL, as if such acts and omissions were his own.

3. Negotiability and title to the goods
3.1 This FBL is issued in a negotiable form unless it is marked "non negotiable". It shall constitute title to the goods and the holder, by endorsement of this FBL, shall be entitled to receive or to transfer the goods herein mentioned.
3.2 The information in this FBL shall be prima facie evidence of the taking in charge by the Freight Forwarder of the goods as described by such information unless a contrary indication, such as "shipper's weight, load and count", "shipper packed container", or similar expressions, has been made in the printed text or superimposed on this FBL. However, proof to the contrary shall not be admissible when the FBL has been transferred to the consignee for valuable consideration who in good faith has relied and acted thereon.

4. Dangerous Goods and Indemnity
4.1 The Merchant shall comply with rules which are mandatory according to the national law or by reason of International Convention, relating to the carriage of goods of a dangerous nature, and shall in any case inform the Freight Forwarder in writing of the exact nature of the danger, before goods of a dangerous nature are taken in charge by the Freight Forwarder and indicate to him, if need be, the precautions to be taken.
4.2 If the Merchant fails to provide such information and the Freight Forwarder is unaware of the dangerous nature of the goods and the necessary precautions to be taken and if at any time, they are deemed to be a hazard to life or property, they may at any place be unloaded, destroyed or rendered harmless, as circumstances may require, without compensation. The Merchant shall indemnify the Freight Forwarder against all loss, damage, liability, or expense arising out of their being taken in charge, or their carriage, or of any service incidental thereto. The burden of proving that the Freight Forwarder knew the exact nature of the danger constituted by the carriage of the said goods shall rest on the Merchant.
4.3. If any goods shall become a danger to life or property, they may in like manner be unloaded or landed at any place or destroyed or rendered harmless. If such danger was not caused by the fault and neglect of the Freight Forwarder he shall have no liability and the Merchant shall indemnify him against all loss, damage, liability and expense arising therefrom.

5. Description of Goods and Merchant's Packing and Inspection
5.1 The Consignor shall be deemed to have guaranteed to the Freight Forwarder the accuracy, at the time the goods were taken in charge by the Freight Forwarder, of all particulars relating to the general nature of the goods, their marks, number, weight, volume and quantity and, if applicable, to the dangerous character of the goods as furnished by him or on his behalf for insertion on the FBL. The Consignor shall indemnify the Freight Forwarder against all loss, damage and expense resulting from any inaccuracy or inadequacy of such particulars. The Consignor shall remain liable even if the FBL has been transferred by him. The right of the Freight Forwarder to such an indemnity shall in no way limit his liability under this FBL to any person other than the Consignor.
5.2 The Freight Forwarder shall not be liable for any loss, damage or expense caused by defective or insufficient packing of goods or by inadequate loading or packing within containers or other transport units when such loading or packing has been performed by the Merchant or on his behalf by a person other than the Freight Forwarder, or by the defect or unsuitability of the containers or other transport units supplied by the Merchant, or if supplied by the Freight Forwarder if a defect or unsuitability of the container or other transport unit would have been apparent upon reasonable inspection by the Merchant. The Merchant shall indemnify the Freight Forwarder against all loss, damage, liability and expense so caused.

6. Freight Forwarder's Liability
6.1 The responsibility of the Freight Forwarder for the goods under these conditions covers the period from the time the Freight Forwarder has taken the goods in his charge to the time of their delivery.
6.2 The Freight Forwarder shall be liable for loss of or damage to the goods as well as for delay in delivery if the occurrence which caused the loss, damage or delay in delivery took place while the goods were in his charge as defined in Clause 2.1.a, unless the Freight Forwarder proves that no fault or neglect of his own, his servants or agents or any other person referred to in Clause 2.2. has caused or contributed to such loss, damage or delay. However, the Freight Forwarder shall only be liable for loss following from delay in delivery if the Consignor has made a declaration of interest in timely delivery which has been accepted by the Freight Forwarder and stated in this FBL.
6.3 Arrival times are not guaranteed by the Freight Forwarder. However delay in delivery occurs when the goods have not been delivered within the time expressly agreed upon or, in the absence of such agreement, within the time which would be reasonable to require of a diligent Freight Forwarder, having regard to the circumstances of the case.
6.4. If the goods have not been delivered within ninety consecutive days following such date of delivery as determined in Clause 6.3., the claimant may, in the absence of evidence to the contrary, treat the goods as lost.
6.5 When the Freight Forwarder establishes that, in the circumstances of the case, the loss or damage could be attributed to one or more causes or events, specified in a - e of the present clause, it shall be presumed that it was so caused, always provided, however, that the claimant shall be entitled to prove that the loss or damage was not, in fact, caused wholly or partly by one or more of such causes or events:
a) an act or omission of the Merchant, or person other than the Freight Forwarder acting on behalf of the Merchant or from whom the Freight Forwarder took the goods in charge;
b) insufficiency or defective condition of the packaging or marks and/or numbers;
c) handling, loading, stowage or unloading of the goods by the Merchant or any person acting on behalf of the Merchant;
d) inherent vice of the goods;
e) strike, lockout, stoppage or restraint of labour.
6.6 Defences for carriage by sea or inland waterways. Notwithstanding Clauses 6.2., 6.3. and 6.4. the Freight Forwarder shall not be liable for loss, damage or delay in delivery with respect to goods carried by sea or inland waterways when such loss, damage or delay during such carriage has been caused by:
a) act, neglect, or default of the master, mariner, pilot or the servants of the carrier in the navigation or in the management of the ship,
b) fire, unless caused by the actual fault or privity of the carrier, however, always provided that whenever loss or damage has resulted from unseaworthiness of the ship, the Freight Forwarder can prove that due diligence has been exercised to make the ship seaworthy at the commencement of the voyage.

7. Paramount Clauses
7.1. These conditions shall only take effect to the extent that they are not contrary to the mandatory provisions of International Conventions or national law applicable to the contract evidenced by this FBL.
7.2 The Hague Rules contained in the International Convention for the unification of certain rules relating to Bills of Lading, dated Brussels 25th August 1924, or in those countries where they are already in force the Hague Visby Rules contained in the Protocol of Brussels dated 23rd February 1968, as enacted in the Country of Shipment, shall apply to all carriage of goods by sea and also to the carriage of goods by inland waterways, and such provisions shall apply to all goods whether carried on deck or under deck.
7.3 The Carriage of Goods by Sea Act of the United States of America (COGSA) shall apply to the carriage of goods by sea, whether on deck or under deck, if compulsorily applicable to this FBL or would be applicable but for the goods being carried on deck in accordance with a statement on this FBL.

8. Limitation of Freight Forwarder's Liability
8.1 Assessment of compensation for loss of or damage to the goods shall be made by reference to the value of such goods at the place and time they are delivered to the consignee or at the place and time when, in accordance with this FBL, they should have been so delivered.
8.2 The value of the goods shall be determined according to the current commodity exchange price or, if there is no such price, according to the current market price or, if there are no such prices, by reference to the normal value of goods of the same name and quality.
8.3. Subject to the provisions of subclauses 8.4. to 8.9. inclusive, the Freight Forwarder shall in no event be or become liable for any loss of or damage to the goods in an amount exceeding the equivalent of 666.67 SDR per package or unit or 2 SDR per kilogramme of gross weight of the goods lost or damaged, whichever is the higher, unless the nature and value of the goods shall have been declared by the Consignor and accepted by the Freight Forwarder before the goods have been taken in his charge, or the ad valorem freight rate paid, and such value is stated in the FBL by him, then such declared value shall be the limit.
8.4 Where a container, pallet or similar article of transport is loaded with more than one package or unit, the packages or other shipping units enumerated in the FBL as packed in such article of transport are deemed packages or shipping units. Except as aforesaid, such article of transport shall be considered the package or unit.
8.5. Notwithstanding the above mentioned provisions, if the multimodal transport does not, according to the contract, include carriage of goods by sea or by inland waterways, the liability of the Freight Forwarder shall be limited to an amount not exceeding 8.33 SDR per kilogramme of gross weight of the goods lost or damaged.
8.6. a) When the loss of or damage to the goods occurred during one particular stage of the multimodal transport, in respect of which an applicable international convention or mandatory national law would have provided another limit of liability if a separate contract of carriage had been made for that particular stage of transport, then the limit of the Freight Forwarder's liability for such loss or damage shall be determined by reference to the provisions of such convention or mandatory national law.
b) Unless the nature and value of the goods shall have been declared by the Merchant and inserted in this FBL, and the ad valorem freight rate paid, the liability of the Freight Forwarder under COGSA, where applicable, shall not exceed US$500 per package or, in the case of goods not shipped in packages, per customary freight unit.
8.7 If the Freight Forwarder is liable in respect of loss following from delay in delivery, or consequential loss or damage other than loss of or damage to the goods, the liability of the Freight Forwarder shall be limited to an amount not exceeding the equivalent of twice the freight under the multimodal contract for the multimodal transport under this FBL.
8.8 The aggregate liability of Freight Forwarder shall not exceed the limits of liability for total loss of the goods.
8.9 The Freight Forwarder is not entitled to the benefit of the limitation of liability if it is proved that the loss, damage or delay in delivery resulted from a personal act or omission of the Freight Forwarder done with the intent to cause such loss, damage or delay, or recklessly and with knowledge that such loss, damage or delay would probably result.

9. Applicability to Actions in Tort
9.1 These conditions apply to all claims against the Freight Forwarder relating to the performance of the contract evidenced by this FBL, whether the claim be founded in contract or in tort.

10. Liability of Servants and other Persons
10.1 These conditions apply whenever claims relating to the performance of the contract evidenced by this FBL are made against any servant, agent or other person (including any independent contractor) whose services have been used in order to perform the contract, whether such claims are founded in contract or in tort, and the aggregate liability of the Freight Forwarder and of such servants, agents or other persons shall not exceed the limits in clause 8.
10.2 In entering into this contract as evidenced by this FBL, the Freight Forwarder, to the extent of those provisions, does not only act on his own behalf, but also as agent or trustee for such persons, and such persons shall to this extent be or be deemed to be parties to this contract.
10.3 However, if it is proved that the loss of or such loss or damage to the goods resulted from a personal act or omission of such a person referred to in Clause 10.1., done with intent to cause damage or recklessly and with knowledge that damage would probably result, such person shall not be entitled to benefit of limitation of liability provided for in Clause 8.
10.4. The aggregate of the amounts recoverable from the Freight Forwarder and the persons referred to in Clauses 2.2. and 10.1. shall not exceed the limits provided for in these conditions.

11. Method and Route of Transportation
11.1. Without notice to the Merchant, the Freight Forwarder has the liberty to carry the goods on or under deck and to choose or substitute the means, route and procedure to be followed in the handling, stowage, storage and transportation of the goods.

12. Delivery
12.1. Goods shall be deemed to be delivered when they have been handed over or placed at the disposal of the Consignee or his agent in accordance with this FBL, or when the goods have been handed over to any authority or other party whom, pursuant to the law or regulation applicable at the place of delivery, the goods must be handed over, or such other place at which the Freight Forwarder is entitled to call upon the Merchant to take delivery.
12.2 The Freight Forwarder shall also be entitled to store the goods at the sole risk of the Merchant, and the Freight Forwarder's liability shall cease, and the cost of such storage shall be paid, upon demand, by the Merchant to the Freight Forwarder.
12.3 If at any time the carriage under this FBL is or is likely to be affected by any hindrance or risk of any kind (including the condition of the goods) not arising from any fault or neglect of the Freight Forwarder or a person referred to in Clause 2.2. and which cannot be avoided by the exercise of reasonable endeavours the Freight Forwarder may abandon the carriage of the goods under this FBL and, where reasonably possible, place the goods or any part of them at the Merchant's disposal at any place which the Freight Forwarder may deem safe and convenient, whereupon delivery shall be deemed to have been made, and the responsibility of the Freight Forwarder in respect of such goods shall cease.
In any event, the Freight Forwarder shall be entitled to full freight under this FBL and the Merchant shall pay any additional costs resulting from the above mentioned circumstances.

13. Freight and Charges
13.1. Freight shall be paid in cash, without any reduction or deferment on account of any claim, counterclaim or set-off, whether prepaid or payable at destination. Freight shall be considered as earned by the Freight Forwarder at the moment when the goods have been taken in his charge, and not to be returned in any event.
13.2. Freight and all other amounts mentioned in this FBL are to be paid in the currency named in this FBL or, at the Freight Forwarder's option, in the currency of the country of dispatch or destination at the highest rate of exchange for banker's sight bills current for prepaid freight on the day of dispatch and for freight payable at destination on the day when the Merchant is notified on arrival of the goods there or on the date of withdrawal of the delivery order, whichever rate is the higher, or at the option of the Freight Forwarder on the date of this FBL.
13.3 All dues, taxes and charges or other expenses in connection with the goods shall be paid by the Merchant. Where equipment is supplied by the Freight Forwarder, the Merchant shall pay all demurrage and charges which are not due to a fault or neglect of the Freight Forwarder.
13.4 The Merchant shall reimburse the Freight Forwarder in proportion to the amount of freight for any costs for deviation or delay or any other increase of costs of whatever nature caused by war, warlike operations, epidemics, strikes, government directions or force majeure.
13.5 The Merchant warrants the correctness of the declaration of contents, insurance, weight, measurements or value of the goods but the Freight Forwarder has the liberty to have the contents inspected and the weight, measurements or value verified. If on such inspection it is found that the declaration is not correct it is agreed that a sum equal either to five times the difference between the correct figure and the freight charged, or to double the correct freight less the freight charged, whichever sum is the smaller, shall be payable as liquidated damages to the Freight Forwarder for his inspection costs and losses of freight on other goods notwithstanding any other sum having been stated on this FBL as freight payable.
13.6. Despite the acceptance by the Freight Forwarder of instructions to collect freight charges or other expenses from any other person in respect of the transport under this FBL, the Merchant shall remain responsible for such monies on receipt of evidence of demand and the absence of payment for whatever reason.

14. Lien
The Freight Forwarder shall have a lien on the goods and any documents relating thereto for any amount due at any time to the Freight Forwarder from the Merchant including storage fees and the cost of recovering same, and may enforce such lien in any reasonable manner which he may think fit.

15. General average
The Merchant shall indemnify the Freight Forwarder in respect of any claims of a General Average nature which may be made on him and shall provide such security as may be required by the Freight Forwarder in this connection.

16. Notice
16.1. Unless notice of loss of or damage to the goods, specifying the general nature of such loss or damage, is given in writing by the consignee to the Freight Forwarder when the goods are delivered to the consignee in accordance with clause 12, such handing over is prima facie evidence of the delivery by the Freight Forwarder of the goods as described in this FBL.
16.2 Where the loss or damage is not apparent, the same prima facie effect shall apply if notice in writing is not given within 6 consecutive days after the day when the goods were delivered to the consignee in accordance with clause 12.

17. Time bar
The Freight Forwarder shall, unless otherwise expressly agreed, be discharged of all liability under these conditions unless suit is brought within 9 months after the delivery of the goods, or the date when the goods should have been delivered, or the date when in accordance with clause 6.4. failure to deliver the goods would give the consignee the right to treat the goods as lost.

18. Partial invalidity
If any clause or a part thereof is held to be invalid, the validity of this FBL and the remaining clauses or a part thereof shall not be affected.

19. Jurisdiction and applicable law
Actions against the Freight Forwarder may be instituted only in the place where the Freight Forwarder has his place of business as stated on the reverse of this FBL and shall be decided according to the law of the country in which that place of business is situated.

HECNY GROUP

HECNY TRANSPORTATION INC

147-39 175TH STREET SUITE#211JAMAICA, NY 11434
TEL:718-656-5537 FAX:718-632-8491
BANKER:BANK OF AMERICA(CHINATOWN BRANCH #0279 701 GRANT AVENUE SAN FRANCISCO, CA94108)
A/C NAME:HECNY TRANSPORTATION INC(A/C NO:02797-40607)
SWIFT COD:BOFAUS3N /BOFAUS6S , ABA NO:0260-0959-3 , ROUNTING NO: 121000358

~~ INVOICE ~~

Invoice # IN226107 **Invoice Date** 2016-11-30

BILL TO: THE LINK GROUP INC
6204 5TH AVENUE, BROOKLYN,
11220 NEW YORK, NY US

NOTIFY: SAME AS CONSIGNEE

FILE# LN178930
ETD: 2016-10-19 **ETA** 2016-11-10
VESSEL: MSC KINGSTON 642W
MBL# MSCUJG627837
H/BL# 301190
PKGS: 28CTNS
Load/Recpt NAPOLI, IT
Discharge: NEW YORK, NY
Final Dest: NEW YORK, NY
SHIPPER: MARBLE GROUP DESIGNER SRL

CHARGES	UNITPRICE	QUANTITY	AMOUNT
FREIGHT CHARGE	$1650.00	1.000	$1650.00
DOCUMENTATION FEE	$45.00	1.000	$45.00
DUTY FEE	$2365.66	1.000	$2365.66
ENTRY FEE	$110.00	1.000	$110.00
IMPORT SECURITY FILING	$35.00	1.000	$35.00
ISF AMENDMENT FEE	$10.00	1.000	$10.00
ORIGIN CHARGE	$1100.00	1.000	$1100.00
TOTAL CHARGES DUE			$5315.66

PLEASE PAY THIS AMOUNT

CNTR:MEDU1019683/40HD

*** **Remark:**

ISSUE BY cheryl logan 2017-02-16

TELEX RELEASE

Shipper
MARBLE GROUP DESIGNER SRL
VIA ALDO MORO, 58
83030 MONTEFALCIONE AV IT

Ref.
05/16/301190

Bill of
30.

2016-11-02

MULTILOGISTICS
Integrated Logistics & Freight Forwarders

BOLOGNA
Via Turrini, 19 40012 Calderara di Reno (BO)
Tel. +39 051 72 94 44 - Fax. +39 051 72 94 04

Consignee (if 'To Order' so indicate)
THE LINK GROUP
6204 5TH AVENUE, BROOKLYN,
11220 NEW YORK, NY US

Notify Party (No claim shall attach for failure to notify)
SAME AS CNEE

Also Notify

Port of Loading
NAPOLI, IT

Place of Receipt

Vessel	Port of discharge	Place of Delivery	No. of Bills of Lading
MSC KINGSTON	NEW YORK NY, US		EXPRESS BL

Marks and Numbers	No of Pkgs. or Shipping Units	Description of goods	Gross weight	Measurement
FCL/FCL MEDU 101968/3 SEAL EU05571733		SHIPPER'S STOW LOAD AND COUNT 1X20'BOX CNTR SAID TO CONTAIN: 28 PACKAGES MARBLE "FREIGHT COLLECT"	24000.00	

Freight amount

Temperature Control Instruction

Copy *Not Negotiable*

Freight payable at
COLLECT

Excess Value Declaration:refer to Clause 6 (4) (B)+(C) on reserve side

Freight Details, Charges, etc.

RECEVEID by the Carrier the Goods as specified above in apparent good order and Condition unless otherwise stated, to be transported to such place as agreed, authorised or permitted herein and subjectto all the terms and conditions appearing on the front and reserve of this Bill of Lading to which the Merchant agrees by accepting this Bill of Lading, any local privileges and custom notwithstanding
The particulars given above as stated by the shipper and the weight, measure quantity, condition, contents and value of the Goods are unknown to the Carrier
In WITNESS whereof one (1) original Bill of Lading has been signed if not otherwise stated above, the same being accomplished the other(s), if any, to be void
If required by the Carrier one (1) original Bill of Lading must be surrendered duly endorsed in exchange for the Goods or delivery order

For delivery please apply to
HECNY TRANSPORTATION INC.
147-39, 175TH STREET, ROOM 100
11434 JAMAICA, NY US

Place and date of issue BOLOGNA, 19/10/2016

Signed on behalf of MULTILOGISTICS SPA

1 DEFINITIONS
"Carrier" means the Company stated on the front of this Bill of Lading as being the carrier and on whose behalf this Bill of Lading has been signed.
"Merchant" includes the shipper, the consignee, the receiver of the Goods, the holder of this Bill of Lading, any person owning or entitled to the possession of the Goods or of this Bill of Lading, any person having a present or future interest in the Goods or any person acting on behalf of any of the above mentioned persons.
"Goods" includes the cargo supplied by the Merchant and includes any Container not supplied by or on behalf of the Carrier.
"Container" includes any container, trailer, transportable tank, flat, pallet or any similar article of transport used to consolidate Goods.
"Carriage" means the whole of the operations and services undertaken or performed by or on behalf of the Carrier in respect of the Goods.
"Combined Transport" arises where the Carriage called for this Bill of Lading is not Port to Port shipment.
"Port to Port Shipment" arises where the Place of Receipt and Delivery are not indicated on the front of this Bill of Lading or if both the Place of Receipt and the Place of Delivery indicated are ports and the Bill of Lading is not in the nomination of the Place of Receipt or the Place of Delivery on the front hereof specify any place or places other than the ports of nomination.
"Hague Rules" means the provisions of the International Convention for the Unification of certain Rules relating to Bills of Lading signed at Brussels on the 25th August 1924.
"Hague-Visby Rules" means the Hague Rules as amended by the Protocol signed at Brussels on 23rd February 1968.
"COGSA" means the Carriage of Goods by Sea Act of the United States of America approved on 16th April 1936.
"COGWA" means the Carriage of Goods by Water Act 1936 of Canada.
"Charges" includes freight and all expenses and money obligations incurred and payable by the Merchant.
"Shipping Unit" includes freight unit and the term "unit" as used in the Hague Rules and Hague Visby Rules.
"Person" includes an individual, a partnership, a body corporate or other entity.
"Stuffed" includes filled, consolidated, packed, loaded or secured.

2 CARRIER'S TARIFF
The provisions of the Carrier's applicable tariff, if any, are incorporated herein. Copies of such provisions are obtainable from the Carrier or his agents upon request or, where applicable, from a government body with whom the Tariff has been filed. In the case of inconsistency between this Bill of Lading and the applicable Tariff, this Bill of Lading shall prevail.

3 WARRANTY
The Merchant warrants that in agreeing to the terms hereof he is, or is the agent of and has the authority of the person owning or entitled to the possession of the Goods or any person who has a present or future interest in the Goods.

4 NEGOTIABILITY AND TITLE TO THE GOODS
(1) This Bill of Lading shall be non-negotiable unless made out to order in which event it shall be negotiable and shall constitute title to the Goods and the holder shall be entitled to receive or to transfer the Goods herein described.
(2) This Bill of Lading shall be prima facie evidence of the taking in charge by the Carrier of the Goods as herein described. However proof to the contrary shall not be admissible when this Bill of Lading has been negotiated or transferred for valuable consideration to a third party acting in good faith.

5 CERTAIN RIGHTS AND IMMUNITIES FOR THE CARRIER AND OTHER PERSONS
(1) The carrier shall be entitled to sub-contract on any terms the whole or any part of the Carriage.
(2) The Merchant undertakes that no claim or allegation shall be made against any person or vessel whatsoever other than the Carrier, including but not limited to, the carrier's servants or agents, any independent contractor and his servants or agents, and all others by whom the whole or any part of the Carriage, whether directly or indirectly, is procured, performed or undertaken, which imposes or attempts to impose upon any such person or vessel any liability whatsoever in connection with the Goods or the Carriage and if any claim or allegation should nevertheless be made to defend, indemnify and hold harmless the Carrier against all consequences thereof. Without prejudice to the foregoing every such person or vessel shall have the benefit of all provisions herein benefiting the Carrier as if such provisions were expressly for his benefit and in entering into this contract the Carrier, to the extent of these provisions, does so not only on his own behalf but also as agent or trustee for such persons and vessels and such persons and vessels shall to this extent be or be deemed to be parties to this contract.
(3) The Merchant shall defend, indemnify and hold harmless the Carrier against any claims or liability, and any expenses arising therefrom, arising from the Carriage of the Goods insofar as such claim or liability exceeds the Carrier's liability under this Bill of Lading.
(4) The defences and limits of liability provided for in this Bill of Lading shall apply in any action against the Carrier whether the action be founded in Contract or in tort.

6 CARRIER'S RESPONSIBILITY
(1) CLAUSE PARAMOUNT
(A) Subject to clause 12 below, this Bill of Lading in so far as it relates to sea carriage by any vessel whether named herein or not shall have effect subject to the Hague Rules or any legislation making such Rules or the Hague-Visby Rules compulsorily applicable (such as COGSA or COGWA) to this Bill of Lading and the provisions of the Hague Rules or applicable legislation shall be deemed incorporated herein. The Hague Rules (or COGSA or COGWA if this Bill of Lading is subject to U.S. or Canadian law respectively) shall apply to the carriage of Goods by inland waterways and reference to Carriage by sea in such Rules or legislation shall be deemed to include reference to inland waterways. If and to the extent that the provisions of the Harter Act of the United States of America 1893 would otherwise be compulsorily applicable to regulate the Carrier's responsibility for the Goods during any period prior to loading on or after discharge from the vessel the Carrier's responsibility shall instead be determined by the provisions of 6(3) below, but if such provisions are found to be invalid such responsibility shall be subject to COGSA.
(B) The Carrier shall be entitled to (and nothing in this Bill of Lading shall operate to deprive or limit such entitlement) the full benefit of and rights to all limitations of and exclusions from liability and all rights conferred or authorised by any applicable law, statute or regulation of any country (including but not limited to, where applicable any provisions of sections 4281 to 4287, inclusive, of the Revised Statutes of the United States of America) and amendments thereto and any applicable provisions of the Revised Statutes of the United States of America) and without prejudice to the generality of the foregoing also any law, statute or regulation available to the Owner of the Vessel(s) on which the Goods are carried.
(2) PORT TO PORT SHIPMENT
The responsibility of the Carrier is limited to the part of the Carriage from and during loading onto the vessel up to and during discharge from the vessel and the Carrier shall not be liable for any loss or damage whatsoever in respect of the Goods or for any other matter arising during any other part of the Carriage even though the Charges for the whole Carriage have been charged by the Carrier. The Merchant constitutes the Carrier as agent to enter into contracts on behalf of the Merchant with others for transport, storage, handling or any other services in respect of the Goods prior to loading and subsequent to discharge of the Goods from the vessel without responsibility for any act or omission whatsoever on the part of the Carrier or others and the Carrier may as such agent enter into contracts with others on any terms whatsoever including terms less favourable than the terms in this Bill of Lading.

(3) COMBINED TRANSPORT
Save as otherwise provided in this Bill of Lading, the Carrier shall be liable for loss of or damage to the Goods occurring from the time that the Goods are taken into his charge until the time of delivery to the extent set out below.
(A) Where the stage of the Carriage where the loss or damage occurred cannot be proved
(I) The Carrier shall be entitled to rely upon all exclusions from liability under the Rules or legislation that would have been applied under 6(1)(A) above had the loss or damage occurred at sea or if there was no carriage by sea, under the Hague Rules (or COGSA or COGWA if this Bill of Lading is subject to U.S. or Canadian law respectively)
(II) Where under (I) above the Carrier is not liable in respect of some or all of the factors causing the loss or damage he shall only be liable to the extent that those factors for which he is liable have contributed to the loss or damage.
(III) Subject to (B)(C) below where the Hague Rules or any legislation applying such Rules or the Hague-Visby Rules (such as COGSA or COGWA) is not compulsorily applicable, the Carrier's liability shall not exceed US $2.00 per kilo of the Goods lost, damaged or in respect of which the claim arises or the value of such Goods whichever is the lesser.
(IV) The value of the goods shall be determined according to the Commodity exchange price at the place and time of delivery to the Merchant or at the place and time when they should have been so delivered or if there is no such price according to the current market price by reference to the normal value of Goods of the same kind and quality, at such place and time.

(B) Where the stage of Carriage where the loss or damage occurred can be proved
(I) the liability of the Carrier shall be determined by the provisions contained in any international convention or national law the country which provisions
(II) cannot be departed from by private contract to the detriment of the Merchant, and
(III) would have applied if the Merchant had made a separate and direct contract with the Carrier in respect of the particular stage of Carriage where the loss or damage occurred and had received as evidence thereof any particular document which must be issued in order to make such international convention or national law applicable.
(C) with respect to the transportation the United States of America or in Canada to the Port of Loading or from the Port of discharge, the responsibility of the Carrier shall be procure transportation by carrier(s)
(one or more) and such transportation shall be subject to the inland carriers contracts of carriage and tariffs and any law compulsorily applicable. The Carrier guarantees the fulfilment of such inland carriers obligations under their contracts and tariff.
(D) Where neither (I) only above apply, any liability of the Carrier shall be determined by 6(3)
(A) above

(4) GENERAL PROVISIONS
(A) Delay, Consequential Loss
Save as otherwise provided herein, the Carrier shall in no circumstances be liable for direct, indirect or consequential loss or damage caused by delay or any other cause whatsoever and howsoever caused. Without prejudice to the foregoing if the Carrier is found liable for delay, liability shall be limited to the freight applicable to the relevant stage of the transport.
(B) Package or Shipping Unit Limitation
Where the Hague Rules or any legislation making such Rules compulsorily applicable (such as COGSA or COGWA) to this Bill of Lading apply, the Carrier shall not, unless a declared value has been noted in accordance with (C) below, be or become liable for any loss or damage to or in connection with the Goods in an amount per package or shipping unit in excess of the package or shipping unit limitation as laid down by such rules or legislation. Such limitation amount according to COGSA is US$ 500 and according to COGWA is Can$ 500. If no limitation amount is applicable under such declared value
(C) Ad Valorem: Declared Value of Package or Shipping Unit
The Carrier's liability may be increased to higher value by a declaration in writing of the value of the Goods by the Shipper upon delivery to the Carrier of the Goods for shipment, such higher value being inserted on the front of this Bill of Lading in the space provided and, if required by the Carrier extra freight paid. In such case, if the actual value of the Goods shall exceed such declared value, the value shall nevertheless be deemed to be declared value and the Carrier's liability, if any, shall not exceed the declared value and partial loss or damage shall be adjusted pro rata and the basis of such declared value.
(D) Definition of Package or Shipping Unit
Where a container is used to consolidate Goods and such Container is stuffed by the Carrier, the number of packages or shipping units stated on the face of this Bill of Lading in the box provided shall be deemed the number of packages or shipping units for the purpose of any limit of liability per package or shipping unit provided in any international convention or national law relating to the carriage of the Goods by Sea. Except as aforesaid the Container shall be considered the Package or shipping unit.
The words "shipping unit" shall mean each physical unit or piece of cargo not shipped in a package, including articles or things of any description whatsoever, except Goods shipped in bulk, and irrespective of the weight or measurement unit employed in calculating freight charges. As to Goods shipped in bulk, the limitation provided in such convention or law which may applicable, and in no event shall anything herein be construed to be a waiver of limitation as to Goods shipped in bulk.
(E) Rust etc
It is agreed that superficial rust, oxidation or any like conditions due to moisture, is not a condition of damage but is inherent to the nature of the Goods and acknowledgement of receipt of the Goods in apparent good order and condition is not a representation that such conditions of rust, oxidation or the like did not exist on receipt.
(F) Notice of Loss or Damage
The Carrier shall be deemed prima facie to have delivered the Goods as described in this Bill of Lading unless notice of loss of or damage to the Goods indicating the general nature of such loss or damage, shall have been given in writing to the Carrier or to his representative at the place of delivery before or at the time of removal of the Goods into the custody of the person entitled to delivery thereof under this Bill of Lading or, if the loss or Damage is not apparent within three consecutive days thereafter.
(G) Time bar
The Carrier shall be discharged of all liability unless suit is brought in the proper forum and written notice thereof received by the Carrier within nine months after delivery of the Goods or the date when the Goods should have been delivered. In the event that such time period shall be found contrary to any convention or law compulsorily applicable, the period prescribed by such convention or law shall then apply but in that circumstance only.

7. MERCHANT'S RESPONSIBILITY
(1) The description and particulars of the Goods set out on the face hereof are furnished by the Merchant and the Merchant warrants to the Carrier that the description and particulars including, but not limited to, of weight, content, measure, quantity, marks, numbers, and value are correct.
(2) The Merchant shall comply with all applicable laws, regulations and requirements of customs, port and other authorities and shall bear and pay all duties, taxes, fines, imposts expenses and losses incurred or suffered by reason thereof or by reason of any illegal, incorrect or insufficient marking, numbering or addressing of the Goods.
(3) The Merchant undertakes that the Goods are packed in a manner adequate to withstand the ordinary risks of Carriage having regard to their nature and in compliance with all laws, regulations and requirements which applicable.
(4) No Goods which are or may become dangerous, inflammable or damaging or which are or may become liable to damage any property or person whatsoever shall be tendered to the Carrier for Carriage without the Carrier's express consent in writing and without the Container or other covering in which the Goods are to be transported and the Goods being distinctly marked on the outside so as to indicate the nature and character of any such articles and so as to comply with all applicable laws, regulations and requirements. If any such articles are delivered to the Carrier without such written consent and marking or if in the opinion of the Carrier the articles are or are liable to become of a dangerous, inflammable or damaging nature, the same may at any time be destroyed, disposed of, abandoned, or rendered harmless without compensation to the Merchant and without prejudice to the Carrier's right to Charges.
(5) The Merchant shall be liable for the loss damage, contamination, soiling, detention or demurrage before, during and after the Carriage of property (including, but not limited to, Containers) of the Carrier or any person or vessel (other than the Merchant) referred to in 5(2) above caused by the Merchant or any person acting on his behalf or for which the Merchant is otherwise responsible.
(6) The Merchant shall defend, indemnify and hold harmless the Carrier against any loss, damage, claim, liability or expense whatsoever arising from any breach of the provisions of this clause 7 or from any cause in connection with the Goods for which the Carrier is not responsible.

8 CONTAINERS
(1) Goods may be stuffed by the carrier in or on Containers and Goods may be stuffed with other Goods.
(2) The term of this Bill of Lading shall govern the responsibility of the Carrier in connection with or arising out of the supply of a Container to the Merchant, whether supplied before or after the Goods are received by the Carrier or delivered to the Merchant.
(3) If a Container has been stuffed by or on behalf of the Merchant
(A) the Carrier shall not be liable for loss of or damage to the Goods
(I) caused by the manner in which the Container has been stuffed.
(II) caused by the unsuitability of the Goods for Carriage in Containers.
(III) caused by the unsuitability or defective condition of the Container provided that where the Container has been supplied by or on behalf of the Carrier this paragraph (III) shall only apply if the unsuitability or defective condition arose (I) without any want of due diligence on the part of the Carrier or (b) would have been apparent upon reasonable inspection by the Merchant at or prior to the time when the Container was stuffed.
If the Container is not sealed at the commencement of the Carriage except where the Carrier has agreed to seal the Container.
(B) the Merchant shall defend, indemnify and hold harmless the Carrier against any loss, damage, claim, liability or expense whatsoever arising from one or more of the matters covered by (A) above except for (A)(III)(a) above.
(4) Where the Carrier is instructed to provide a Container in the absence of a written request to the contrary, the Carrier is not under an obligation to provide a Container of any particular type or quality.

9 PARTIAL INVALIDITY
If any provision in this Bill of Lading is held to be invalid or unenforceable by any court or regulatory agency or body, such invalidity or unenforceability shall attach only to such provision. The validity of remaining provisions shall not be affected thereby and this Bill of Lading contract shall be carried out as if such invalid or unenforceable provision were not contained herein.

10 TEMPERATURE CONTROLLED CARGO
(1) The Merchant undertakes not to tender for transportation any Goods which require temperature control without previously given written notice (and filling in the box on the front of this Bill of Lading if this Bill of Lading has been prepared by the Merchant or a person acting on his behalf) of their nature and particular temperature range to be maintained and in the case of temperature controlled Container stuffed by or on behalf of the Merchant further undertake that the Container has been properly pre-cooled, that the Goods have been properly stuffed in the Container and that its thermostatic controls have been properly set by the Merchant before receipt of the Goods by the Carrier.
If the above requirements are not complied with the Carrier shall not be liable for any loss of or damage to the Goods caused by such non compliance.
(2) The Carrier shall not be liable for any loss or damage to the Goods arising from defects, derangement, breakdown, stoppage of the temperature controlling machinery, plant, insulation or any apparatus of the Container provided that the Carrier shall before or at the beginning of the Carriage exercise due diligence to maintain the refrigerated Container in an efficient state.

11 INSPECTION OF GOODS
At any time the Carrier or any person authorised by the Carrier shall be entitled but under no obligation, to open any Container or Package at any time and to inspect the Goods.

12 MATTERS AFFECTING PERFORMANCE
(1) If at any time the Carriage is or is likely to be affected by any hindrance, risk, delay, difficulty or disadvantage of any kind (including the condition of the Goods) whensoever and however arising (whether or not the Carriage has commenced) the Carrier may
(A) without notice to the Merchant abandon the Carriage of the Goods and where reasonable possible place of the Goods or any part of them at the Merchant's disposal at any place which the Carrier may deem safe and convenient, whereupon the responsibility of the Carrier in respect of such Goods shall cease.
(B) without prejudice to the Carrier's right subsequently to abandon the Carriage under (A) above continue the Carriage.
In any event the Carrier shall be entitled to full Charges on Goods received for Carriage and the Merchant shall pay any additional costs resulting from above mentioned circumstances.
(2) The liability of the Carrier in respect of the Goods shall cease on the delivery or other disposition of the Goods in accordance with the orders or recommendations given by any government or authority or any person acting or purporting to act as or on behalf of such government or authority.

13 METHODS AND ROUTE OF TRANSPORTATION
(1) The carrier may at any time and without notice to the Merchant use any means of transport or storage whatsoever; load or carry the Goods on any vessel whether named on the front hereof or not; transfer the Goods from one conveyance to another including transhipping or carrying the same on another vessel than that named on the front hereof or by any other means of transport whatsoever; at any place unpack and remove Goods which have been stuffed in or on Container and forward the same in any manner whatsoever; proceed at any speed and by any route in his discretion (whether or not the nearest or most direct or customary or advertised route) and proceed to or stay at any place whatsoever once or more often and in any order; load or unload the Goods from any conveyance at any place (whether or not the place is a port named on the front hereof as the Intended Port of Loading or Intended Port of Discharge); comply with any orders or recommendations given by any government or authority or any person or body acting or purporting to act as or on behalf of such government or authority or having under the terms of the insurance on the conveyance employed by the Carrier the right to give orders or directions; permit the vessel to proceed with or without pilots, to tow or be towed or to be dry-docked; permit the vessel to carry livestock, Goods of all kinds, dangerous or otherwise, contraband, explosives, munitions or warlike stores and sail armed or unarmed.
(2) The liberties set out in (1) above may be invoked by the Carrier for any purposes whatsoever whether or not connected with the Carriage of the Goods. Anything done in accordance with (1) above or any delay arising therefrom shall be within the contractual Carriage and shall not be a deviation of whatsoever nature or degree.

14 DECK CARGO AND LIVESTOCK
(1) Goods of any description whether containerised or not may be stowed on or under deck without notice to the Merchant and such stowage shall not be a deviation of whatsoever nature or degree. Subject to (2) below, such Goods whether carried on deck or under deck shall participate in General Average and such Goods (other than livestock) shall be deemed to be within the definition of Goods for the purposes of the Hague Rules or any legislation making such Rules or the Hague Visby Rules compulsorily applicable (such as COGSA or COGWA) to this Bill of Lading.
(2) Goods (not being Goods stuffed in or Containers other than open flats or pallets) which are stated on the front of this Bill of Lading to be carried on deck and which are so carried, and livestock whether or not carried on the deck, are carried without responsibility on the part of the Carrier for loss damage of whatsoever nature arising during carriage by sea or inland waterway whether caused by unseaworthiness or negligence or any other cause whatsoever. The Merchant shall defend, indemnify and hold harmless the Carrier against all and any extra cost incurred for any reason whatsoever in connection with carriage of livestock.

15. DELIVERY OF GOODS
If delivery of the Goods or any part thereof is not taken by the Merchant at the time and place when and where the Carrier is entitled to call upon the Merchant to take delivery thereof, the Carrier shall be entitled without notice to remove from a Container the Goods or that part thereof if stuffed in or on Container and to store the Goods or that part ashore, afloat, in the open or under cover at the sole risk and expense of the Merchant. Such storage shall constitute due delivery hereunder and thereupon the liability of the Carrier in respect of the Goods or that part thereof shall cease.

16 BOTH-TO-BLAME COLLISION
If the vessel on which the Goods are carried (the carrying vessel) comes into collision with any other vessel or object (the non-carrying vessel or object) as a result of the negligence of the non carrying vessel or object or the owner of, charterer of or person responsible for the non-carrying vessel or object the Merchant undertakes to defend, indemnify and hold harmless the Carrier against all claims by or liability to (and any expense arising therefrom) any vessel or person in respect of any loss of or damage to, or any claim whatsoever of the Merchant paid or payable to the Merchant by the non carrying vessel or object or the owner of, charterer of or person responsible for the non carrying vessel or object and set-off recouped or recovered by such vessel, object or persons against the Carrier, the Carrying vessel or her owners or charterers.

17. GENERAL AVERAGE
(1) The Carrier may declare General Average which shall be adjustable according to the York Antwerp Rules of 1974 at any place at the option of the Carrier and the Amended Jason Clause as approved by BIMCO is to be considered as incorporated herein and the Merchant shall provide such security as may be required by the Carrier in this connection.
(2) Notwithstanding (1) above, the Merchant shall defend, indemnify and hold harmless the Carrier in respect of any claim (and expense arising therefrom) of a General Average nature which may be made on the Carrier and shall provide such security as may be required by the Carrier in this connection.
(3) The Carrier shall be under no obligation to take any step whatsoever to collect security for General Average contributions due to the Merchant.

18 CHARGES
(1) Charges shall be deemed fully earned on receipt of the Goods by the Carrier and shall be paid and non returnable in any event.
(2) The Charges have been calculated on the basis of particulars furnished by or on behalf of the Merchant. The Carrier shall be entitled to production of the commercial invoice for the Goods or true copy thereof and to inspect, reweigh, remeasure and revalue the goods and if the particulars are found by the Carrier to be incorrect the Merchant shall pay the Carrier the correct Charges (credit being given for the Charges charged) and the costs incurred by the Carrier in establishing the correct particulars.
(3) All Charges shall be paid without any set off counter claim deduction or stay of execution.

19 LIEN
The carrier shall have a lien on Goods and any documents relating thereto for all sums whatsoever due at any time to the Carrier from the Merchants and General Average contributions to whomsoever due and for the costs of recovering the same and the Carrier shall have the right to sell the Goods and documents by public auction or private treaty, without notice to the Merchant and at the Merchant's expense and without any liability towards the Merchant.

20 VARIATION OF THE CONTRACT
No servant or agent of the Carrier shall have power to waive or vary any of the Terms hereof unless such waiver or variation is in writing and is specifically authorised or ratified in writing by a director or officer of the Carrier who has the actual authority of the Carrier to so waive or vary.

21 JURISDICTION AND LAW CLAUSE
The contract evidenced by or contained in this Bill of Lading is governed by Hong Kong law and any claim or dispute arising hereunder or in connection herewith shall be determined by Courts in Hong Kong and no other Courts.

HECNY GROUP

HECNY TRANSPORTATION INC

147-39 175TH STREET SUITE#211JAMAICA, NY 11434

TEL:718-656-5537 FAX:718-632-8491

BANKER:BANK OF AMERICA(CHINATOWN BRANCH #0279 701 GRANT AVENUE SAN FRANCISCO, CA94108)

A/C NAME:HECNY TRANSPORTATION INC(A/C NO:02797-40607)

SWIFT COD:BOFAUS3N /BOFAUS6S , ABA NO:0260-0959-3 , ROUNTING NO: 121000358

~~ INVOICE ~~

Invoice # IN226505 **Invoice Date** 2016-11-30

BILL TO: THE LINK GROUP INC
6204 5TH AVE.
11220 BROOKLYN - NEW YORK
USA

NOTIFY: SAME AS CONSIGNEE

FILE# LN179387
ETD: 2016-11-07 **ETA** 2016-11-19
VESSEL: ZIM MONACO 49W
MBL# ZIMUVLC0084408
H/BL# 017766
PKGS: 912CTNS
Load/Recpt TARRAGONA
Discharge: NEW YORK, NY
Final Dest: NEW YORK, NY
SHIPPER: AZULIBER 1, S.L.

CHARGES	UNITPRICE	QUANTITY	AMOUNT
FREIGHT CHARGE	$1650.00	1.000	$1650.00
ADDITIONAL INVOICES	$5.00	1.000	$5.00
DUTY FEE	$1134.26	1.000	$1134.26
ENTRY FEE	$110.00	1.000	$110.00
IMPORT SECURITY FILING	$35.00	1.000	$35.00
ISF AMENDMENT FEE	$10.00	1.000	$10.00
ORIGIN CHARGE	$1100.00	1.000	$1100.00
TOTAL CHARGES DUE			$4044.26

****PLEASE PAY THIS AMOUNT****

CNTR:ZIMU1179332/20SD

***** Remark:**

ISSUE BY cheryl logan 2017-02-16

BILL OF LADING

TELEX RELEASE

Shipper AZULIBER 1, S.L. CAMINO PRATS, S/N 12110 ALCORA (CASTELLON) SPAIN	Country of Origin / Bill of Lading F/Agent Name + Ref. / Shipper's Ref. 2016-11-10
Consignee (If "To Order" so indicate) THE LINK GROUP INC. 6204 5TH AVE. 11220 BROOKLYN - NEW YORK USA TEL: (718) 567-7082	MULTILOGISTICS Integrated Logistics & Freight Forwarders
Notify Party (No claim shall attach for failure to notify) THE SAME AS CONSIGNEE	C/Saragossa, 14 Pol. Ind. Salines 08830 Sant Boi de Llobregat - Spain Tel.: +00.34.93.5510334 multilogistics@multilogistics.net

Place of Receipt	Port of Loading		
	VALENCIA		
Intented Vessel	**Port of Discharge**	**Place of Delivery**	**No. of Bills of Lading**
ZIM MONACO	NEW YORK		

Marks + Numbers	No. of Pkgs. or Shipping Units	Description of Good + Pkgs.	Gross Weight KGS	Measurement CBM
FCL/FCL CONT.NO. ZIMU1179332 20' DRY Seal ZZB860767	912	1 x 20' DRY SAID TO CONTAIN (SLS&): CARTONS CERAMIC TILES INTO 19 PALLETS HS CODE: 690890 "FREIGHT COLLECT" "EXPRESS B/L"	23.163	25,000

Freight Details, Charges, etc:

Excess Value Declaration: Refer to Clause 8(4)(B) + (C) on reverse side

For delivery please apply to:
HECNY TRANSPORTATION INC. (USA)-NY
147-39 175th Street, Suite #211
Jamaica, NY 11434
USA
Phone 718 656 5537
Fax 718 632 8491

RECEIVED by the Carrier Goods as specified above in apparent good order and condition unless otherwise stated, to be transported to such place as agreed, authorised or permitted herein and subject to all the terms and conditions appearing on then front and reverse of this Bill of Lading to which the Merchant agrees by accepting this Bill of Lading, any local privileges and customs notwithstanding.
The particulars given above as stated by the shipper and the weight, measure, quantity, condition, contents and value of the Goods are unknow to the Carrier.
In WITNESS whereof one (1) original Bill of Lading has been signed if not otherwise stated above, the same being accomplished the other(s), if any, to be void. If required by the Carrier one (1) original Bill of Lading must be surrendered duly endorsed in exchange for the Goods or delivery order.

Place and date of issue VALENCIA 08/11/16

Signed on behalf of the Carrier:
MULTILOGISTICS SPAIN, S.A.

by AS CARRIER

COPY NOT NEGOTIABLE

Standard Conditions (1992) governing the FBL MULTIMODAL TRANSPORT BILL OF LADING

Definitions:
- "**Freight Forwarder**" means the Multimodal Transport Operator who issues this FBL and is named on the face of it and assumes liability for the performance of the multimodal transport contract as a carrier.
- "**Merchant**" means and includes the Shipper, the Consignor, the Consignee, the Holder of this FBL, the Receiver and the Owner of the Goods.
- "**Consignor**" means the person who concludes the transport contract with the Freight Forwarder.
- "**Consignee**" means the person entitled to receive the goods from the Freight Forwarder.
- "**Taken in charge**" means that the goods have been handed over to and accepted for carriage by the Freight Forwarder at the place of receipt evidenced in this FBL.
- "**Goods**" means any property including live animals as well as containers, pallets or similar articles of transport or packaging not supplied by the Freight Forwarder, irrespective of whether such property is to be or is carried on or under deck.

1. Applicability
Notwithstanding the heading "FIATA Multimodal Transport Bill of Lading (FBL)" these conditions also apply if only one mode of transport is used.

2. Issuance of this FBL
2.1. By issuance of this FBL the Freight Forwarder
a) undertakes to perform and/or in his own name to procure the performance of the entire transport, from the place at which the goods are taken in charge (place of receipt evidenced in this FBL) to the place of delivery designated in this FBL;
b) assumes liability as set out in these conditions.
2.2. Subject to the conditions of this FBL the Freight Forwarder shall be responsible for the acts and omissions of his servants or agents acting within the scope of their employment, or any other person of whose services he makes use for the performance of the contract evidenced by this FBL, as if such acts and omissions were his own.

3. Negotiability and title to the goods
3.1. This FBL is issued in a negotiable form unless it is marked "non negotiable". It shall constitute title to the goods and the holder, by endorsement of this FBL, shall be entitled to receive or to transfer the goods herein mentioned.
3.2. The information in this FBL shall be prima facie evidence of the taking in charge by the Freight Forwarder of the goods as described by such information unless a contrary indication, such as "shipper's weight, load and count", "shipper packed container", or similar expressions, has been made in the printed text or superimposed on this FBL. However, proof to the contrary shall not be admissible when the FBL has been transferred to the consignee for valuable consideration who in good faith has relied and acted thereon.

4. Dangerous Goods and Indemnity
4.1. The Merchant shall comply with rules which are mandatory according to the national law or by reason of International Convention, relating to the carriage of goods of a dangerous nature, and shall in any case inform the Freight Forwarder in writing of the exact nature of the danger, before goods of a dangerous nature are taken in charge by the Freight Forwarder and indicate to him, if need be, the precautions to be taken.
4.2. If the Merchant fails to provide such information and the Freight Forwarder is unaware of the dangerous nature of the goods and the necessary precautions to be taken and if at any time, they are deemed to be a hazard to life or property, they may at any place be unloaded, destroyed or rendered harmless, as circumstances may require, without compensation. The Merchant shall indemnify the Freight Forwarder against all loss, damage, liability, or expense arising out of their being taken in charge, or their carriage, or of any service incidental thereto. The burden of proving that the Freight Forwarder knew the exact nature of the danger constituted by the carriage of the said goods shall rest on the Merchant.
4.3. If any goods shall become a danger to life or property, they may in like manner be unloaded or landed at any place or destroyed or rendered harmless. If such danger was not caused by the fault and neglect of the Freight Forwarder he shall have no liability and the Merchant shall indemnify him against all loss, damage, liability and expense arising therefrom.

5. Description of Goods and Merchant's Packing and Inspection
5.1. The Consignor shall be deemed to have guaranteed to the Freight Forwarder the accuracy, at the time the goods were taken in charge by the Freight Forwarder, of all particulars relating to the general nature of the goods, their marks, number, weight, volume and quantity and, if applicable, to the dangerous character of the goods, as furnished by him or on his behalf for insertion on the FBL. The Consignor shall indemnify the Freight Forwarder against all loss, damage and expense resulting from any inaccuracy or inadequacy of such particulars. The Consignor shall remain liable even if the FBL has been transferred by him. The right of the Freight Forwarder to such an indemnity shall in no way limit his liability under this FBL to any person other than the Consignor.
5.2. The Freight Forwarder shall not be liable for any loss, damage or expense caused by defective or insufficient packing of goods or by inadequate loading or packing within containers or other transport units when such loading or packing has been performed by the Merchant or on his behalf by a person other than the Freight Forwarder, or by the defect or unsuitability of the containers or other transport units supplied by the Merchant, or if supplied by the Freight Forwarder if a defect or unsuitability of the container or other transport unit would have been apparent upon reasonable inspection by the Merchant. The Merchant shall indemnify the Freight Forwarder against all loss, damage, liability and expense so caused.

6. Freight Forwarder's Liability
6.1. The responsibility of the Freight Forwarder for the goods under these conditions covers the period from the time the Freight Forwarder has taken the goods in his charge to the time of their delivery.
6.2. The Freight Forwarder shall be liable for loss of or damage to the goods as well as for delay in delivery if the occurrence which caused the loss, damage or delay in delivery took place while the goods were in his charge as defined in Clause 2.1.a, unless the Freight Forwarder proves that no fault or neglect of his own, his servants or agents or any other person referred to in Clause 2.2. has caused or contributed to such loss, damage or delay. However, the Freight Forwarder shall only be liable for loss following from delay in delivery if the Consignor has made a declaration of interest in timely delivery which has been accepted by the Freight Forwarder and stated in this FBL.
6.3. Arrival times are not guaranteed by the Freight Forwarder. However, delay in delivery occurs when the goods have not been delivered within the time expressly agreed upon or, in the absence of such agreement, within the time which would be reasonable to require of a diligent Freight Forwarder, having regard to the circumstances of the case.
6.4. If the goods have not been delivered within ninety consecutive days following such date of delivery as determined in Clause 6.3., the claimant may, in the absence of evidence to the contrary, treat the goods as lost.
6.5. When the Freight Forwarder establishes that, in the circumstances of the case, the loss or damage could be attributed to one or more causes or events, specified in a – e of the present clause, it shall be presumed that it was so caused, always provided, however, that the claimant shall be entitled to prove that the loss or damage was not, in fact, caused wholly or partly by one or more of such causes or events:
a) an act or omission of the Merchant, or person other than the Freight Forwarder acting on behalf of the Merchant or from whom the Freight Forwarder took the goods in charge;
b) insufficiency or defective condition of the packaging or marks and/or numbers;
c) handling, loading, stowage or unloading of the goods by the Merchant or any person acting on behalf of the Merchant;
d) inherent vice of the goods;
e) strike, lockout, stoppage or restraint of labour.
6.6. Defences for carriage by sea or inland waterways. Notwithstanding Clauses 6.2., 6.3. and 6.4. the Freight Forwarder shall not be liable for loss, damage or delay in delivery with respect to goods carried by sea or inland waterways when such loss, damage or delay during such carriage has been caused by:
a) act, neglect, or default of the master, mariner, pilot or the servants of the carrier in the navigation or in the management of the ship;
b) fire, unless caused by the actual fault or privity of the carrier, however, always provided that whenever loss or damage has resulted from unseaworthiness of the ship, the Freight Forwarder can prove that due diligence has been exercised to make the ship seaworthy at the commencement of the voyage.

7. Paramount Clauses
7.1. These conditions shall only take effect to the extent that they are not contrary to the mandatory provisions of International Conventions or national law applicable to the contract evidenced by this FBL.
7.2. The Hague Rules contained in the International Convention for the unification of certain rules relating to Bills of Lading, dated Brussels 25th August 1924, or in those countries where they are already in force the Hague Visby Rules contained in the Protocol of Brussels, dated 23rd February 1968, as enacted in the Country of Shipment, shall apply to all carriage of goods by sea and also to the carriage of goods by inland waterways, and such provisions shall apply to all goods whether carried on deck or under deck.
7.3. The Carriage of Goods by Sea Act of the United States of America (COGSA) shall apply to the carriage of goods by sea, whether on deck or under deck, if compulsorily applicable to this FBL or would be applicable but for the goods being carried on deck in accordance with a statement on this FBL.

8. Limitation of Freight Forwarder's Liability
8.1. Assessment of compensation for loss of or damage to the goods shall be made by reference to the value of such goods at the place and time they are delivered to the consignee or at the place and time when, in accordance with this FBL, they should have been so delivered.
8.2. The value of the goods shall be determined according to the current commodity exchange price or, if there is no such price, according to the current market price or, if there are no such prices, by reference to the normal value of goods of the same name and quality.
8.3. Subject to the provisions of subclauses 8.4. to 8.9. inclusive, the Freight Forwarder shall in no event be or become liable for any loss of or damage to the goods in an amount exceeding the equivalent of 666.67 SDR per package or unit or 2 SDR per kilogramme of gross weight of the goods lost or damaged, whichever is the higher, unless the nature and value of the goods shall have been declared by the Consignor and accepted by the Freight Forwarder before the goods have been taken in his charge, or the ad valorem freight rate paid, and such value is stated in the FBL by him, then such declared value shall be the limit.
8.4. Where a container, pallet or similar article of transport is loaded with more than one package or unit, the packages or other shipping units enumerated in the FBL as packed in such article of transport are deemed packages or shipping units. Except as aforesaid, such article of transport shall be considered the package or unit.
8.5. Notwithstanding the above mentioned provisions, if the multimodal transport does not, according to the contract, include carriage of goods by sea or by inland waterways, the liability of the Freight Forwarder shall be limited to an amount not exceeding 8.33 SDR per kilogramme of gross weight of the goods lost or damaged.
8.6. a) When the loss of or damage to the goods occurred during one particular stage of the multimodal transport, in respect of which an applicable international convention or mandatory national law would have provided another limit of liability if a separate contract of carriage had been made for that particular stage of transport, then the limit of the Freight Forwarder's liability for such loss or damage shall be determined by reference to the provisions of such convention or mandatory national law.
b) Unless the nature and value of the goods shall have been declared by the Merchant and inserted in this FBL, and the ad valorem freight rate paid, the liability of the Freight Forwarder under COGSA, where applicable, shall not exceed US$500 per package or, in the case of goods not shipped in packages, per customary freight unit.
8.7. If the Freight Forwarder is liable in respect of loss following from delay in delivery, or consequential loss or damage other than loss of or damage to the goods, the liability of the Freight Forwarder shall be limited to an amount not exceeding the equivalent of twice the freight under the multimodal contract for the multimodal transport under this FBL.
8.8. The aggregate liability of Freight Forwarder shall not exceed the limits of liability for total loss of the goods.
8.9. The Freight Forwarder is not entitled to the benefit of the limitation of liability if it is proved that the loss, damage or delay in delivery resulted from a personal act or omission of the Freight Forwarder done with the intent to cause such loss, damage or delay, or recklessly and with knowledge that such loss, damage or delay would probably result.

9. Applicability to Actions in Tort
9.1. These conditions apply to all claims against the Freight Forwarder relating to the performance of the contract evidenced by this FBL, whether the claim be founded in contract or in tort.

10. Liability of Servants and other Persons
10.1. These conditions apply whenever claims relating to the performance of the contract evidenced by this FBL are made against any servant, agent or other person (including any independent contractor) whose services have been used in order to perform the contract, whether such claims are founded in contract or in tort, and the aggregate liability of the Freight Forwarder and of such servants, agents or other persons shall not exceed the limits in clause 8.
10.2. In entering into this contract as evidenced by this FBL, the Freight Forwarder, to the extent of these provisions, does not only act on his own behalf, but also as agent or trustee for such persons, and such persons shall to this extent be or be deemed to be parties to this contract.
10.3. However, if it is proved that the loss of or such loss or damage to the goods resulted from a personal act or omission of such a person referred to in Clause 10.1., done with intent to cause damage or recklessly and with knowledge that damage would probably result, such person shall not be entitled to benefit of limitation of liability provided for in Clause 8.
10.4. The aggregate of the amounts recoverable from the Freight Forwarder and the persons referred to in Clauses 2.2. and 10.1. shall not exceed the limits provided for in these conditions.

11. Method and Route of Transportation
11.1. Without notice to the Merchant, the Freight Forwarder has the liberty to carry the goods on or under deck and to choose or substitute the means, route and procedure to be followed in the handling, stowage, storage and transportation of the goods.

12. Delivery
12.1. Goods shall be deemed to be delivered when they have been handed over or placed at the disposal of the Consignee or his agent in accordance with this FBL, or when the goods have been handed over to any authority or other party whom, pursuant to the law or regulation applicable at the place of delivery, the goods must be handed over, or such other place at which the Freight Forwarder is entitled to call upon the Merchant to take delivery.
12.2. The Freight Forwarder shall also be entitled to store the goods at the sole risk of the Merchant, and the Freight Forwarder's liability shall cease, and the cost of such storage shall be paid, upon demand, by the Merchant to the Freight Forwarder.
12.3. If at any time the carriage under this FBL is or is likely to be affected by any hindrance or risk of any kind (including the condition of the goods) not arising from any fault or neglect of the Freight Forwarder or a person referred to in Clause 2.2. and which cannot be avoided by the exercise of reasonable endeavours the Freight Forwarder may abandon the carriage of the goods under this FBL and, where reasonably possible, place the goods or any part of them at the Merchant's disposal at any place which the Freight Forwarder may deem safe and convenient, whereupon delivery shall be deemed to have been made, and the responsibility of the Freight Forwarder in respect of such goods shall cease.
In any event, the Freight Forwarder shall be entitled to full freight under this FBL and the Merchant shall pay any additional costs resulting from the above mentioned circumstances.

13. Freight and Charges
13.1. Freight shall be paid in cash, without any reduction or deferment on account of any claim, counterclaim or set-off, whether prepaid or payable at destination. Freight shall be considered as earned by the Freight Forwarder at the moment when the goods have been taken in his charge, and not to be returned in any event.
13.2. Freight and all other amounts mentioned in this FBL are to be paid in the currency named in this FBL or, at the Freight Forwarder's option, in the currency of the country of dispatch or destination at the highest rate of exchange for banker's sight bills current for prepaid freight on the day of dispatch and for freight payable at destination on the day when the Merchant is notified on arrival of the goods there or on the date of withdrawal of the delivery order, whichever rate is the higher, or at the option of the Freight Forwarder on the date of this FBL.
13.3. All dues, taxes and charges or other expenses in connection with the goods shall be paid by the Merchant. Where equipment is supplied by the Freight Forwarder, the Merchant shall pay all demurrage and charges which are not due to a fault or neglect of the Freight Forwarder.
13.4. The Merchant shall reimburse the Freight Forwarder in proportion to the amount of freight for any costs for deviation or delay or any other increase of costs of whatever nature caused by war, warlike operations, epidemics, strikes, government directions or force majeure.
13.5. The Merchant warrants the correctness of the declaration of contents, insurance, weight, measurements or value of the goods but the Freight Forwarder has the liberty to have the contents inspected and the weight, measurements or value verified. If on such inspection it is found that the declaration is not correct it is agreed that a sum equal either to five times the difference between the correct figure and the freight charged or to double the correct freight less the freight charged, whichever sum is the smaller, shall be payable as liquidated damages to the Freight Forwarder for his inspection costs and losses of freight on other goods notwithstanding any other sum having been stated on this FBL as freight payable.
13.6. Despite the acceptance by the Freight Forwarder of instructions to collect freight, charges or other expenses from any other person in respect of the transport under this FBL, the Merchant shall remain responsible for such monies on receipt of evidence of demand and the absence of payment for whatever reason.

14. Lien
The Freight Forwarder shall have a lien on the goods and any documents relating thereto for any amount due at any time to the Freight Forwarder from the Merchant including storage fees and the cost of recovering same, and may enforce such lien in any reasonable manner which he may think fit.

15. General average
The Merchant shall indemnify the Freight Forwarder in respect of any claims of a General Average nature which may be made on him and shall provide such security as may be required by the Freight Forwarder in this connection.

16. Notice
16.1. Unless notice of loss of or damage to the goods, specifying the general nature of such loss or damage, is given in writing by the consignee to the Freight Forwarder when the goods are delivered to the consignee in accordance with clause 12, such handing over is prima facie evidence of the delivery by the Freight Forwarder of the goods as described in this FBL.
16.2. Where the loss or damage is not apparent, the same prima facie effect shall apply if notice in writing is not given within 6 consecutive days after the day when the goods were delivered to the consignee in accordance with clause 12.

17. Time bar
The Freight Forwarder shall, unless otherwise expressly agreed, be discharged of all liability under these conditions unless suit is brought within 9 months after the delivery of the goods, or the date when the goods should have been delivered, or the date when in accordance with clause 6.4. failure to deliver the goods would give the consignee the right to treat the goods as lost.

18. Partial invalidity
If any clause or a part thereof is held to be invalid, the validity of this FBL and the remaining clauses or a part thereof shall not be affected.

19. Jurisdiction and applicable law
Actions against the Freight Forwarder may be instituted only in the place where the Freight Forwarder has his place of business as stated on the reverse of this FBL and shall be decided according to the law of the country in which that place of business is situated.

HECNY GROUP

HECNY TRANSPORTATION INC

147-39 175TH STREET SUITE#211JAMAICA, NY 11434
TEL:718-656-5537 FAX:718-632-8491

BANKER:BANK OF AMERICA(CHINATOWN BRANCH #0279 701 GRANT AVENUE SAN FRANCISCO, CA94108)
A/C NAME:HECNY TRANSPORTATION INC(A/C NO:02797-40607)
SWIFT COD:BOFAUS3N /BOFAUS6S , ABA NO:0260-0959-3 , ROUNTING NO: 121000358

~~ INVOICE ~~

Invoice # IN227455 **Invoice Date** 2016-12-30

BILL TO: THE LINK GROUP INC
6204, 5TH AVENUE
BROOKLYN, NY 11220
USA

NOTIFY: SAME AS CONSIGNEE

FILE# LN182789
ETD: 2016-11-28 **ETA** 2016-12-11
VESSEL: ZIM CONSTANZA 46W
MBL# ZIMUVLC0085304
H/BL# 017880
PKGS: 2956CTNS
Load/Recpt VALENCIA, SPAIN
Discharge: NEW YORK, NY
Final Dest: NEW YORK, NY
SHIPPER: GEOLGICA TILES, S.L.U.

CHARGES	UNITPRICE	QUANTITY	AMOUNT
OCEAN FREIGHT	$1650.00	3.000	$4950.00
DOCUMENTATION FEE	$45.00	1.000	$45.00
DUTY FEE	$2446.23	1.000	$2446.23
ENTRY FEE	$110.00	1.000	$110.00
IMPORT SECURITY FILING	$35.00	1.000	$35.00
ORIGIN CHARGE	$1100.00	3.000	$3300.00
TOTAL CHARGES DUE			$10886.23

PLEASE PAY THIS AMOUNT

CNTR:DFSU2460082/20SD, UESU2432207/20SD, ZIMU1427531/20SD

*** **Remark:**

ISSUE BY cheryl logan 2017-02-16

BILL OF LADING

TELEX RELEASE 给予

2016-12-04

Shipper
GEOLOGICA TILES, S.L.U.
CAMINO HASTALAZOS, S/N
12550 ALMAZORA (CASTELLON)
SPAIN

Country of Origin

B

F/Agent Name + Ref.

Shipper's Ref.

Consignee (If "To Order" so indicate)
THE LINK GROUP INC.
6204, 5TH AVENUE
BROOKLYN, NY 11220
USA

MULTILOGISTICS
Integrated Logistics & Freight Forwarders

C/Saragossa, 14
Pol. Ind. Salines
08830 Sant Boi de Llobregat - Spain
Tel.: +00.34.93.5510334
multilogistics@multilogistics.net

Notify Party (No claim shall attach for failure to notify)
THE SAME AS CONSIGNEE

Place of Receipt	Port of Loading VALENCIA		
Intented Vessel ZIM CONSTANZA	Port of Discharge NEW YORK	Place of Delivery	No. of Bills of Lading

Marks + Numbers	No. of Pkgs. or Shipping Units	Description of Good + Pkgs.	Gross Weight KGS	Measurement CBM
FCL/FCL	2.956	3 x 20' DRY SAID TO CONTAIN (SLS&C) CARTONS INTO 57 PALLETS FLOOR & WALL TILES HS CODE: 690890 20'DV DFSU2460082 / SEAL: ZZB852984 852 CARTONS / 23.513 KG / 25,000 M3 20'DV UESU2432207 / SEAL: ZZB852982 742 CARTONS / 23.944 KG / 25,000 M3 20'DV ZIMU 1427531 / SEAL: ES258886 1.362 CARTONS/23.026 KG / 25,000 M3 "FREIGHT COLLECT" "EXPRESS B/L"	70.483	75,000

Freight Details, Charges, etc:

Excess Value Declaration: Refer to Clause 6(4)(B) + (C) on reverse side

For delivery please apply to:
HECNY TRANSPORTATION INC. (USA)-NY
147-39 175th Street, Suite #211
Jamaica, NY 11434
USA

RECEIVED by the Carrier Goods as specified above in apparent good order and condition unless otherwise stated, to be transported to such place as agreed, authorised or permitted herein and subject to all the terms and conditions appearing on then front and reverse of this Bill of Lading to which the Merchant agrees by accepting this Bill of Lading, any local privilages and customs notwithstanding.
The particulars given above as stated by the shipper and the weight, measure, quantity, condition, contents and value of the Goods are unknow to the Carrier.
In WITNESS whereof one (1) original Bill of Lading has been signed if not otherwise stated above, the same being accomplished the other(s), if any, to be void. If required by the Carrier one (1) original Bill of Lading must be surrendered duly endorsed in exchange for the Goods or delivery order.

Place and date of issue VALENCIA 01/12/16

Signed on behalf of the Carrier:
MULTILOGISTICS SPAIN, S.A.

by AS CARRIER

COPY NOT NEGOTIABLE

Standard Conditions (1992) governing the FBL MULTIMODAL TRANSPORT BILL OF LADING

Definitions

- "**Freight Forwarder**" means the Multimodal Transport Operator who issues this FBL and is named on the face of it and assumes liability for the performance of the multimodal transport contract as a carrier
- "**Merchant**" means and includes the Shipper, the Consignor, the Consignee, the Holder of this FBL, the Receiver and the Owner of the Goods
- "**Consignor**" means the person who concludes the transport contract with the Freight Forwarder
- "**Consignee**" means the person entitled to receive the goods from the Freight Forwarder.
- "**Taken in charge**" means that the goods have been handed over to and accepted for carriage by the Freight Forwarder at the place of receipt evidenced in this FBL.
- "**Goods**" means any property including live animals as well as containers, pallets or similar articles of Forwarder shall be limited to an amount not exceeding 8.33 SDR per kilogramme of gross weight of transport or packaging not supplied by the Freight Forwarder, irrespective of whether such property is to be or is carried or under deck

1. **Applicability**
Notwithstanding the heading "FIATA Multimodal Transport Bill of Lading (FBL)" these conditions also apply if only one mode of transport is used
2. **Issuance of this FBL**
2.1. By issuance of this FBL the Freight Forwarder
   a) Undertakes to perform and/or in his own name to procure the performance of the entire transport, from the place at which the goods are taken in charge (place of receipt evidenced in this FBL) to the place of delivery designated in this FBL;
   b) assumes liability as set out in these conditions
2.2 Subject to the conditions of this FBL the Freight Forwarder shall be responsible for the acts and omissions of his servants or agents acting within the scope of their employment, or any other person of services he makes use for the performance of the contract evidenced by this FBL, as if such acts and omissions were his own
3. **Negotiability and title to the goods**
3.1 This FBL is issued in a negotiable form unless it is marked "non negotiable". It shall constitute title to the goods and the holder, by endorsement of this FBL, shall be entitled to receive or to transfer the goods herein mentioned
3.2 The information in this FBL shall be prima facie evidence of the taking in charge by the Freight Forwarder of the goods as described by such information unless a contrary indication, such as "shipper's weight load and count", "shipper-packed container", or similar expressions, has been made in the printed text or superimposed on this FBL. However, proof to the contrary shall not be admissible when the FBL has been transferred to the consignee for valuable consideration who in good faith has relied and acted thereon.
4. **Dangerous Goods and Indemnity**
4.1. The Merchant shall comply with rules which are mandatory according to the national law or by reason of International Convention, relating to the carriage of goods of a dangerous nature, and shall in any case inform the Freight Forwarder in writing of the exact nature of the danger, before goods of a dangerous nature are taken in charge by the Freight Forwarder and indicate to him, if need be, the precautions to be taken
4.2 If the Merchant fails to provide such information and the Freight Forwarder is unaware of the dangerous nature of the goods and the necessary precautions to be taken and if at any time, they are deemed to be a hazard to life or property, they may at any place be unloaded, destroyed or rendered harmless, as circumstances may require, without compensation. The Merchant shall indemnify the Freight Forwarder against all loss, damage, liability, or expense arising out of their being taken in charge, or their carriage, or of any service incidental thereto. The burden of proving that the Freight Forwarder knew the exact nature of the danger constituted by the carriage of the said goods shall rest on the Merchant.
4.3. If any goods shall become a danger to life or property, they may in like manner be unloaded or landed at any place or destroyed or rendered harmless. If such danger was not caused by the fault and neglect of the Freight Forwarder he shall have no liability and the Merchant shall indemnify him against all loss, damage, liability and expense arising therefrom
5. **Description of Goods and Merchant's Packing and Inspection**
5.1 The Consignor shall be deemed to have guaranteed to the Freight Forwarder the accuracy, at the time the goods were taken in charge by the Freight Forwarder, of all particulars relating to the general nature of the goods, their marks, number, weight, volume and quantity and, if applicable, to the dangerous character of the goods as furnished by him or on his behalf for insertion on the FBL. The Consignor shall indemnify the Freight Forwarder against all loss, damage and expense resulting from any inaccuracy or inadequacy of such particulars. The Consignor shall remain liable even if the FBL has been transferred by him. The right of the Freight Forwarder to such an indemnity shall in no way limit his liability under this FBL to any person other than the Consignor
5.2 The Freight Forwarder shall not be liable for any loss, damage or expense caused by defective or insufficient packing of goods or by inadequate loading or packing within containers or other transport units when such loading or packing has been performed by the Merchant or on his behalf by a person other than the Freight Forwarder, or by the defect or unsuitability of the containers or other transport units supplied by the Merchant, or if supplied by the Freight Forwarder if a defect or unsuitability of the container or other transport unit would have been apparent upon reasonable inspection by the Merchant. The Merchant shall indemnify the Freight Forwarder against all loss, damage, liability and expense so caused
6. **Freight Forwarder's Liability**
6.1 The responsibility of the Freight Forwarder for the goods under these conditions covers the period from the time the Freight Forwarder has taken the goods in his charge to the time of their delivery
6.2 The Freight Forwarder shall be liable for loss of or damage to the goods as well as for delay in delivery if the occurrence which caused the loss, damage or delay in delivery took place while the goods were in his charge as defined in Clause 2.1.a, unless the Freight Forwarder proves that no fault or neglect of his own, his servants or agents or any other person referred to in Clause 2.2. has caused or contributed to such loss, damage or delay. However, the Freight Forwarder shall only be liable for loss following from delay in delivery if the Consignor has made a declaration of interest in timely delivery which has been accepted by the Freight Forwarder and stated in this FBL
6.3 Arrival times are not guaranteed by the Freight Forwarder. However delay in delivery occurs when the goods have not been delivered within the time expressly agreed upon or in the absence of such agreement, within the time which would be reasonable to require of a diligent Freight Forwarder, having regard to the circumstances of the case
6.4 If the goods have not been delivered within ninety consecutive days following such date of delivery as determined in Clause 5.3., the claimant may, in the absence of evidence to the contrary, treat the goods as lost
6.5 When the Freight Forwarder establishes that, in the circumstances of the case, the loss or damage could be attributed to one or more causes or events, specified in a - e of the present clause it shall be presumed that it was so caused, always provided, however, that the claimant shall be entitled to prove that the loss or damage was not, in fact, caused wholly or partly by one or more of such causes or events
   a) an act or omission of the Merchant, or person other than the Freight Forwarder acting on behalf of the Merchant or from whom the Freight Forwarder took the goods in charge;
   b) insufficiency or defective condition of the packaging or marks and/or numbers,
   c) handling, loading, stowage or unloading of the goods by the Merchant or any person acting on behalf of the Merchant,
   d) inherent vice of the goods,
   e) strike, lockout, stoppage or restraint of labour
6.6. Defences for carriage by sea or inland waterways. Notwithstanding Clauses 6.2., 6.3. and 6.4., the Freight Forwarder shall not be liable for loss, damage or delay in delivery with respect to goods carried by sea or inland waterways when such loss, damage or delay during such carriage has been caused by
   a) act, neglect or default of the master, mariner, pilot or the servants of the carrier in the navigation or in the management of the ship,
   b) fire, unless caused by the actual fault or privity of the carrier, however, always provided that whenever loss or damage has resulted from unseaworthiness of the ship, the Freight Forwarder can prove that due diligence has been exercised to make the ship seaworthy at the commencement of the voyage
7. **Paramount Clauses**
7.1. These conditions shall only take effect to the extent that they are not contrary to the mandatory provisions of International Conventions or national law applicable to the contract evidenced by this FBL
7.2 The Hague Rules contained in the International Convention for the unification of certain rules relating to Bills of Lading dated Brussels 25th August 1924 or in those countries where they are already in force the Hague Visby Rules contained in the Protocol of Brussels dated 23rd February 1968 as enacted in the Country of Shipment, shall apply to all carriage of goods by sea and also to the carriage of goods by inland waterways, and such provisions shall apply to all goods whether carried on deck or under deck
7.3. The Carriage of Goods by Sea Act of the United States of America (COGSA) shall apply to the carriage of goods by sea, whether on deck or under deck, if compulsorily applicable to this FBL or would be applicable but for the goods being carried on deck in accordance with a statement on this FBL
8. **Limitation of Freight Forwarder's Liability**
8.1. Assessment of compensation for loss of or damage to the goods shall be made by reference to the value of such goods at the place and time they are delivered to the consignee or at the place and time when, in accordance with this FBL, they should have been so delivered.
8.2 The value of the goods shall be determined according to the current commodity exchange price or, if there is no such price, according to the current market price or, if there are no such prices, by reference to the normal value of goods of the same name and quality
8.3 Subject to the provisions of subclauses 8.4. to 8.9. inclusive, the Freight Forwarder shall in no event be or become liable for any loss of or damage to the goods in an amount exceeding the equivalent of 666.67 SDR per package or unit or 2 SDR per kilogramme of gross weight of the goods lost or damaged, whichever is the higher, unless the nature and value of the goods shall have been declared by the Consignor and accepted by the Freight Forwarder before the goods have been taken in his charge, or the ad valorem freight rate paid, and such value is stated in the FBL by him, then such declared value shall be the limit.
8.4 Where a container, pallet or similar article of transport is loaded with more than one package or unit, the packages or other shipping units enumerated in the FBL as packed in such article of transport are deemed packages or shipping units. Except as aforesaid, such article of transport shall be considered the package or unit.
8.5 Notwithstanding the above mentioned provisions, if the multimodal transport does not, according to the contract, include carriage of goods by sea or by inland waterways, the liability of the Freight Forwarder shall be limited to an amount not exceeding 8.33 SDR per kilogramme of gross weight of the goods lost or damaged.
8.6 a) When the loss of or damage to the goods occurred during one particular stage of the multimodal transport, in respect of which an applicable international convention or mandatory national law would have provided another limit of liability if a separate contract of carriage had been made for that particular stage of transport, then the limit of the Freight Forwarder's liability for such loss or damage shall be determined by reference to the provisions of such convention or mandatory national law
   b) Unless the nature and value of the goods shall have been declared by the Merchant and inserted in this FBL, and the ad valorem freight rate paid, the liability of the Freight Forwarder under COGSA, where applicable, shall not exceed US$500 per package or, in the case of goods not shipped in packages, per customary freight unit
8.7 If the Freight Forwarder is liable in respect of loss following from delay in delivery, or consequential loss or damage other than loss of or damage to the goods, the liability of the Freight Forwarder shall be limited to an amount not exceeding the equivalent of twice the freight under the multimodal contract for the multimodal transport under this FBL.
8.8 The aggregate liability of Freight Forwarder shall not exceed the limits of liability for total loss of the goods
8.9 The Freight Forwarder is not entitled to the benefit of the limitation of liability if it is proved that the loss, damage or delay in delivery resulted from a personal act or omission of the Freight Forwarder done with the intent to cause such loss, damage or delay, or recklessly and with knowledge that such loss, damage or delay would probably result
9. **Applicability to Actions in Tort**
9.1 These conditions apply to all claims against the Freight Forwarder relating to the performance of the contract evidenced by this FBL, whether the claim be founded in contract or in tort
10. **Liability of Servants and other Persons**
10.1. These conditions apply whenever claims relating to the performance of the contract evidenced by this FBL are made against any servant, agent or other person (including any independent contractor) whose services have been used in order to perform the contract, whether such claims are founded in contract or in tort, and the aggregate liability of the Freight Forwarder and of such servants, agents or other persons shall not exceed the limits in clause 8.
10.2 In entering into this contract as evidenced by this FBL, the Freight Forwarder, to the extent of these provisions, does not only act on his own behalf, but also as agent or trustee for such persons, and such persons shall to this extent be or be deemed to be parties to this contract.
10.3 However, if it is proved that the loss of or such loss or damage to the goods resulted from a personal act or omission of such a person referred to in Clause 10.1., done with intent to cause damage or recklessly and with knowledge that damage would probably result, such person shall not be entitled to benefit of limitation of liability provided for in Clause 8.
10.4. The aggregate of the amounts recoverable from the Freight Forwarder and the persons referred to in Clauses 2.2. and 10.1. shall not exceed the limits provided for in these conditions.
11. **Method and Route of Transportation**
11.1 Without notice to the Merchant, the Freight Forwarder has the liberty to carry the goods on or under deck and to choose or substitute the means, route and procedure to be followed in the handling, stowage, storage and transportation of the goods.
12. **Delivery**
12.1 Goods shall be deemed to be delivered when they have been handed over or placed at the disposal of the Consignee or his agent in accordance with this FBL, or when the goods have been handed over to any authority or other party whom, pursuant to the law or regulation applicable at the place of delivery, the goods must be handed over, or such other place at which the Freight Forwarder is entitled to call upon the Merchant to take delivery.
12.2 The Freight Forwarder shall also be entitled to store the goods at the sole risk of the Merchant and the Freight Forwarder's liability shall cease, and the cost of such storage shall be paid, upon demand, by the Merchant to the Freight Forwarder.
12.3 If at any time the carriage under this FBL is or is likely to be affected by any hindrance or risk of any kind (including the condition of the goods) not arising from any fault or neglect of the Freight Forwarder or a person referred to in Clause 2.2. and which can not be avoided by the exercise of reasonable endeavours the Freight Forwarder may: abandon the carriage of the goods under this FBL and, where reasonably possible, place the goods or any part of them at the Merchant's disposal at any place which the Freight Forwarder may deem safe and convenient, whereupon delivery shall be deemed to have been made, and the responsibility of the Freight Forwarder in respect of such goods shall cease.
In any event, the Freight Forwarder shall be entitled to full freight under this FBL and the Merchant shall pay any additional costs resulting from the above mentioned circumstances.
13. **Freight and Charges**
13.1. Freight shall be paid in cash, without any reduction or deferment on account of any claim, counter-claim or set-off, whether prepaid or payable at destination. Freight shall be considered as earned by the Freight Forwarder at the moment when the goods have been taken in his charge, and not to be returned in any event.
13.2. Freight and all other amounts mentioned in this FBL are to be paid in the currency named in this FBL or, at the Freight Forwarder's option, in the currency of the country of dispatch or destination at the highest rate of exchange for banker's sight bills current for prepaid freight on the day of dispatch and for freight payable at destination on the day when the Merchant is notified on arrival of the goods there or on the date of withdrawal of the delivery order, whichever rate is the higher, or at the option of the Freight Forwarder on the date of this FBL.
13.3 All dues, taxes and charges or other expenses in connection with the goods shall be paid by the Merchant. Where equipment is supplied by the Freight Forwarder, the Merchant shall pay all demurrage and charges which are not due to a fault or neglect of the Freight Forwarder.
13.4 The Merchant shall reimburse the Freight Forwarder in proportion to the amount of freight for any costs for deviation or delay or any other increase of costs of whatever nature caused by war, warlike operations, epidemics, strikes, government directions or force majeure.
13.5 The Merchant warrants the correctness of the declaration of contents, insurance, weight, measurements or value of the goods but the Freight Forwarder has the liberty to have the contents inspected and the weight, measurements or value verified. If on such inspection it is found that the declaration is not correct it is agreed that a sum equal either to five times the difference between the correct figure and the freight charged, or to double the correct freight less the freight charged, whichever sum is the smaller, shall be payable as liquidated damages to the Freight Forwarder for his inspection costs and losses of freight on other goods notwithstanding any other sum having been stated on this FBL as freight payable.
13.6 Despite the acceptance by the Freight Forwarder of instructions to collect freight, charges or other expenses from any other person in respect of the transport under this FBL, the Merchant shall remain responsible for such monies on receipt of evidence of demand and the absence of payment for whatever reason.
14. **Lien**
The Freight Forwarder shall have a lien on the goods and any documents relating thereto for any amount due at any time to the Freight Forwarder from the Merchant including storage fees and the cost of recovering same, and may enforce such lien in any reasonable manner which he may think fit.
15. **General average**
The Merchant shall indemnify the Freight Forwarder in respect of any claims of a General Average nature which may be made on him and shall provide such security as may be required by the Freight Forwarder in this connection.
16. **Notice**
16.1 Unless notice of loss of or damage to the goods, specifying the general nature of such loss or damage, is given in writing by the consignee to the Freight Forwarder when the goods are delivered to the consignee in accordance with clause 12, such handing over is prima facie evidence of the delivery by the Freight Forwarder of the goods as described in this FBL.
16.2. Where the loss or damage is not apparent, the same prima facie effect shall apply if notice in writing is not given within 6 consecutive days after the day when the goods were delivered to the consignee in accordance with clause 12.
17. **Time bar**
The Freight Forwarder shall, unless otherwise expressly agreed, be discharged of all liability under these conditions unless suit is brought within 9 months after the delivery of the goods, or the date when the goods should have been delivered, or the date when in accordance with clause 6.4 failure to deliver the goods would give the consignee the right to treat the goods as lost.
18. **Partial invalidity**
If any clause or a part thereof is held to be invalid, the validity of this FBL and the remaining clauses or a part thereof shall not be affected.
19. **Jurisdiction and applicable law**
Actions against the Freight Forwarder may be instituted only in the place where the Freight Forwarder has his place of business as stated on the reverse of this FBL and shall be decided

HECNY TRANSPORTATION INC
147-39 175TH STREET SUITE#211JAMAICA, NY 11434
TEL:718-656-5537 FAX:718-632-8491
HECNY GROUP
BANKER:BANK OF AMERICA(CHINATOWN BRANCH #0279 701 GRANT AVENUE SAN FRANCISCO, CA94108)
A/C NAME:HECNY TRANSPORTATION INC(A/C NO:02797-40607)
SWIFT COD:BOFAUS3N /BOFAUS6S , ABA NO:0260-0959-3 , ROUNTING NO: 121000358

~~ INVOICE ~~

Invoice # IN228625 **Invoice Date** 2017-01-31

BILL TO: THE LINK GROUP INC
6204 5TH., AVE
BROOKLYN, NY 11220
USA
TEL: (718) 567-7082
NOTIFY: SAME AS CONSIGNEE

FILE# LN183580
ETD: 2016-12-19 **ETA** 2016-12-30
VESSEL: ZIM TARRAGONA 47W
MBL# ZIMUVLC0086339
H/BL# 017945
PKGS: 8281CTNS
Load/Recpt VALENCIA, SPAIN
Discharge: NEW YORK, NY
Final Dest: NEW YORK, NY
SHIPPER: CERAMICA SALONI, S.A.U.

CHARGES	UNITPRICE	QUANTITY	AMOUNT
OCEAN FREIGHT	$1650.00	1.000	$1650.00
DOCUMENTATION FEE	$45.00	1.000	$45.00
DUTY FEE	$1127.27	1.000	$1127.27
ENTRY FEE	$110.00	1.000	$110.00
IMPORT SECURITY FILING	$35.00	1.000	$35.00
ORIGIN CHARGE	$1100.00	1.000	$1100.00
TOTAL CHARGES DUE			$4067.27

****PLEASE PAY THIS AMOUNT****
CNTR:ZIMU1433410/20SD

*** Remark:

ISSUE BY cheryl logan 2017-02-16

BILL OF LADING

TELEX RELEASE

Shipper CERAMICA SALONI, S.A.U. CARRETERA ALCORA KM.17 12130 SAN JUAN DE MORO CASTELLON - SPAIN TEL: 964343434	Country of Origin B F/Agent Name + Ref. 2016-12-22 Shipper's Ref.
Consignee (If "To Order" so indicate) THE LINK GROUP, INC. 6204 5TH., AVE BROOKLYN, NY 11220 USA TEL: (718) 567-7082	**MULTILOGISTICS** Integrated Logistics & Freight Forwarders
Notify Party (No claim shall attach for failure to notify) THE SAME AS CONSIGNEE	C/Saragossa, 14 Pol. Ind. Salines 08830 Sant Boi de Llobregat - Spain Tel.: +00.34.93.5510334 multilogistics@multilogistics.net

Place of Receipt	Port of Loading Valencia		
Intented Vessel ZIM TARRAGONA	Port of Discharge New York	Place of Delivery	No. of Bills of Lading

Marks + Numbers	No. of Pkgs. or Shipping Units	Description of Good + Pkgs.	Gross Weight KGS	Measurement CBM
FCL/FCL CONT.NO. ZIMU1433410 20' DRY Seal ES25885	828	1 x 20' DRY SAID TO CONTAIN (SLS&C) CARTONS ONTO 22 PALLETS TILES AND SAMPLES HS CODE: 690790 "FREIGHT COLLECT" "EXPRESS B/L"	23.180	25,000

Freight Details, Charges, etc:	Excess Value Declaration: Refer to Clause 6(4)(B) + (C) on reverse side
For delivery please apply to: HECNY TRANSPORTATION INC. (USA)-NY 147-39 175th Street, Suite #211 Jamaica, NY 11434 USA Phone 718 656 5537 Fax 718 632 8491	RECEIVED by the Carrier Goods as specified above in apparent good order and condition unless otherwise stated, to be transported to such place as agreed, authorised or permitted herein and subject to all the terms and conditions appearing on then front and reverse of this Bill of Lading to which the Merchant agrees by accepting this Bill of Lading, any local privileges and customs notwithstanding. The particulars given above as stated by the shipper and the weight, measure, quantity, condition, contents and value of the Goods are unknow to the Carrier. In WITNESS whereof one (1) original Bill of Lading has been signed if not otherwise stated above, the same being accomplished the other(s), if any, to be void. If required by the Carrier one (1) original Bill of Lading must be surrendered duly endorsed in exchange for the Goods or delivery order. Place and date of issue VALENCIA 19/12/16 Signed on behalf of the Carrier: MULTILOGISTICS SPAIN, S.A. by AS CARRIER
COPY NOT NEGOTIABLE	

Standard Conditions (1992) governing the FBL MULTIMODAL TRANSPORT BILL OF LADING

Definitions
- "**Freight Forwarder**" means the Multimodal Transport Operator who issues this FBL and is named on the face of it and assumes liability for the performance of the multimodal transport contract as a carrier.
- "**Merchant**" means and includes the Shipper, the Consignor, the Consignee, the Holder of this FBL, the Receiver and the Owner of the Goods.
- "**Consignor**" means the person who concludes the transport contract with the Freight Forwarder.
- "**Consignee**" means the person entitled to receive the goods from the Freight Forwarder.
- "**Taken in charge**" means that the goods have been handed over to and accepted for carriage by the Freight Forwarder at the place of receipt evidenced in this FBL.
- "**Goods**" means any property including live animals as well as containers, pallets or similar articles of transport or packaging not supplied by the Freight Forwarder, irrespective of whether such property is to be or is carried on or under deck.

1. **Applicability**
Notwithstanding the heading "FIATA Multimodal Transport Bill of Lading (FBL)" these conditions also apply if only one mode of transport is used.

2. **Issuance of this FBL**
2.1 By issuance of this FBL the Freight Forwarder
a) Undertakes to perform and/or in his own name to procure the performance of the entire transport, from the place at which the goods are taken in charge (place of receipt evidenced in this FBL) to the place of delivery designated in this FBL;
b) assumes liability as set out in these conditions.
2.2 Subject to the conditions of this FBL the Freight Forwarder shall be responsible for the acts and omissions of his servants or agents acting within the scope of their employment, or any other person of services he makes use for the performance of the contract evidenced by this FBL, as if such acts and omissions were his own.

3. **Negotiability and title to the goods**
3.1 This FBL is issued in a negotiable form unless it is marked "non negotiable". It shall constitute title to the goods and the holder, by endorsement of this FBL, shall be entitled to receive or to transfer the goods herein mentioned.
3.2 The information in this FBL shall be prima facie evidence of the taking in charge by the Freight Forwarder of the goods as described by such information unless a contrary indication, such as "shipper's weight load and count", "shipper-packed container", or similar expressions, has been made in the printed text or superimposed on this FBL. However, proof to the contrary shall not be admissible when the FBL has been transferred to the consignee for valuable consideration who in good faith has relied and acted thereon.

4. **Dangerous Goods and Indemnity**
4.1 The Merchant shall comply with rules which are mandatory according to the national law or by reason of International Convention, relating to the carriage of goods of a dangerous nature, and shall in any case inform the Freight Forwarder in writing of the exact nature of the danger, before goods of a dangerous nature are taken in charge by the Freight Forwarder and indicate to him, if need be, the precautions to be taken.
4.2 If the Merchant fails to provide such information and the Freight Forwarder is unaware of the dangerous nature of the goods and the necessary precautions to be taken and if at any time, they are deemed to be a hazard to life or property, they may at any place be unloaded, destroyed or rendered harmless, as circumstances may require, without compensation. The Merchant shall indemnify the Freight Forwarder against all loss, damage, liability, or expense arising out of their being taken in charge, or their carriage, or of any service incidental thereto. The burden of proving that the Freight Forwarder knew the exact nature of the danger constituted by the carriage of the said goods shall rest on the Merchant.
4.3 If any goods shall become a danger to life or property, they may in like manner be unloaded or landed at any place or destroyed or rendered harmless. If such danger was not caused by the fault and neglect of the Freight Forwarder he shall have no liability and the Merchant shall indemnify him against all loss, damage, liability and expense arising therefrom.

5. **Description of Goods and Merchant's Packing and Inspection**
5.1 The Consignor shall be deemed to have guaranteed to the Freight Forwarder the accuracy, at the time the goods were taken in charge by the Freight Forwarder, of all particulars relating to the general nature of the goods, their marks, number, weight, volume and quantity and, if applicable, to the dangerous character of the goods as furnished by him or on his behalf for insertion on the FBL. The Consignor shall indemnify the Freight Forwarder against all loss, damage and expense resulting from any inaccuracy or inadequacy of such particulars. The Consignor shall remain liable even if the FBL has been transferred by him. The right of the Freight Forwarder to such an indemnity shall in no way limit his liability under this FBL to any person other than the Consignor.
5.2 The Freight Forwarder shall not be liable for any loss, damage or expense caused by defective or insufficient packing of goods or by inadequate loading or packing within containers or other transport units when such loading or packing has been performed by the Merchant or on his behalf by a person other than the Freight Forwarder, or by the defect or unsuitability of the containers or other transport units supplied by the Merchant, or if supplied by the Freight Forwarder if a defect or unsuitability of the container or other transport unit would have been apparent upon reasonable inspection by the Merchant. The Merchant shall indemnify the Freight Forwarder against all loss, damage, liability and expense so caused.

6. **Freight Forwarder's Liability**
6.1 The responsibility of the Freight Forwarder for the goods under these conditions covers the period from the time the Freight Forwarder has taken the goods in his charge to the time of their delivery.
6.2 The Freight Forwarder shall be liable for loss of or damage to the goods as well as for delay in delivery if the occurrence which caused the loss, damage or delay in delivery took place while the goods were in his charge as defined in Clause 2.1.a, unless the Freight Forwarder proves that no fault or neglect of his own, his servants or agents or any other person referred to in Clause 2.2 has caused or contributed to such loss, damage or delay. However, the Freight Forwarder shall only be liable for loss following from delay in delivery if the Consignor has made a declaration of interest in timely delivery which has been accepted by the Freight Forwarder and stated in this FBL.
6.3 Arrival times are not guaranteed by the Freight Forwarder. However delay in delivery occurs when the goods have not been delivered within the time expressly agreed upon or, in the absence of such agreement, within the time which would be reasonable to require of a diligent Freight Forwarder, having regard to the circumstances of the case.
6.4 If the goods have not been delivered within ninety consecutive days following such date of delivery as determined in Clause 6.3, the claimant may, in the absence of evidence to the contrary, treat the goods as lost.
6.5 When the Freight Forwarder establishes that, in the circumstances of the case, the loss or damage could be attributed to one or more causes or events, specified in a - e of the present clause it shall be presumed that it was so caused, always provided, however, that the claimant shall be entitled to prove that the loss or damage was not, in fact, caused wholly or partly by one or more of such causes or events:
a) an act or omission of the Merchant, or person other than the Freight Forwarder acting on behalf of the Merchant or from whom the Freight Forwarder took the goods in charge;
b) insufficiency or defective condition of the packaging or marks and/or numbers,
c) handling, loading, stowage or unloading of the goods by the Merchant or any person acting on behalf of the Merchant,
d) inherent vice of the goods,
e) strike, lockout, stoppage or restraint of labour.
6.6. Defences for carriage by sea or inland waterways. Notwithstanding Clauses 6.2, 6.3 and 6.4, the Freight Forwarder shall not be liable for loss, damage or delay in delivery with respect to goods carried by sea or inland waterways when such loss, damage or delay during such carriage has been caused by
a) act, neglect or default of the master, mariner, pilot or the servants of the carrier in the navigation or in the management of the ship.
b) fire, unless caused by the actual fault or privity of the carrier, however, always provided that whenever loss or damage has resulted from unseaworthiness of the ship the Freight Forwarder can prove that due diligence has been exercised to make the ship seaworthy at the commencement of the voyage.

7. **Paramount Clauses**
7.1. These conditions shall only take effect to the extent that they are not contrary to the mandatory provisions of International Conventions or national law applicable to the contract evidenced by this FBL.
7.2. The Hague Rules contained in the International Convention for the unification of certain rules relating to Bills of Lading dated Brussels 25th August 1924 or in those countries where they are already in force the Hague Visby Rules contained in the Protocol of Brussels dated 23rd February 1968 as enacted in the Country of Shipment, shall apply to all carriage of goods by sea and also to the carriage of goods by inland waterways, and such provisions shall apply to all goods whether carried on deck or under deck.
7.3. The Carriage of Goods by Sea Act of the United States of America (COGSA) shall apply to the carriage of goods by sea, whether on deck or under deck, if compulsorily applicable to this FBL or would be applicable but for the goods being carried on deck in accordance with a statement on this FBL.

8. **Limitation of Freight Forwarder's Liability**
8.1 Assessment of compensation for loss of or damage to the goods shall be made by reference to the value of such goods at the place and time they are delivered to the consignee or at the place and time when, in accordance with this FBL, they should have been so delivered.
8.2 The value of the goods shall be determined according to the current commodity exchange price or, if there is no such price, according to the current market price or, if there are no such prices, by reference to the normal value of goods of the same name and quality.
8.3 Subject to the provisions of subclauses 8.4 to 8.9 inclusive, the Freight Forwarder shall in no event be or become liable for any loss of or damage to the goods in an amount exceeding the equivalent of 666.67 SDR per package or unit or 2 SDR per kilogramme of gross weight of the goods lost or damaged, whichever is the higher, unless the nature and value of the goods shall have been declared by the Consignor and accepted by the Freight Forwarder before the goods have been taken in his charge, or the ad valorem freight rate paid, and such value is stated in the FBL by him, then such declared value shall be the limit.
8.4 Where a container, pallet or similar article of transport is loaded with more than one package or unit, the packages or other shipping units enumerated in the FBL as packed in such article of transport are deemed packages or shipping units. Except as aforesaid, such article of transport shall be considered the package or unit.
8.5 Notwithstanding the above mentioned provisions, if the multimodal transport does not, according to the contract, include carriage of goods by sea or by inland waterways, the liability of the Freight Forwarder shall be limited to an amount not exceeding 8.33 SDR per kilogramme of gross weight of the goods lost or damaged.
8.6 a) When the loss of or damage to the goods occurred during one particular stage of the multimodal transport, in respect of which an applicable international convention or mandatory national law would have provided another limit of liability if a separate contract of carriage had been made for that particular stage of transport, then the limit of the Freight Forwarder's liability for such loss or damage shall be determined by reference to the provisions of such convention or mandatory national law.
b) Unless the nature and value of the goods shall have been declared by the Merchant and inserted in this FBL, and the ad valorem freight rate paid, the liability of the Freight Forwarder under COGSA, where applicable, shall not exceed US$500 per package or, in the case of goods not shipped in packages, per customary freight unit.
8.7 If the Freight Forwarder is liable in respect of loss following from delay in delivery, or consequential loss or damage other than loss of or damage to the goods, the liability of the Freight Forwarder shall be limited to an amount not exceeding the equivalent of twice the freight under the multimodal contract for the multimodal transport under this FBL.
8.8 The aggregate liability of Freight Forwarder shall not exceed the limits of liability for total loss of the goods.
8.9 The Freight Forwarder is not entitled to the benefit of the limitation of liability if it is proved that the loss, damage or delay in delivery resulted from a personal act or omission of the Freight Forwarder done with the intent to cause such loss, damage or delay, or recklessly and with knowledge that such loss, damage or delay would probably result.

9. **Applicability to Actions in Tort**
9.1 These conditions apply to all claims against the Freight Forwarder relating to the performance of the contract evidenced by this FBL, whether the claim be founded in contract or in tort.

10. **Liability of Servants and other Persons**
10.1 These conditions apply whenever claims relating to the performance of the contract evidenced by this FBL are made against any servant, agent or other person (including any independent contractor) whose services have been used in order to perform the contract, whether such claims are founded in contract or in tort, and the aggregate liability of the Freight Forwarder and of such servants, agents or other persons shall not exceed the limits in clause 8.
10.2 In entering into this contract as evidenced by this FBL, the Freight Forwarder, to the extent of these provisions, does not only act on his own behalf, but also as agent or trustee for such persons, and such persons shall to this extent be or be deemed to be parties to this contract.
10.3 However, if it is proved that the loss of or such loss or damage to the goods resulted from a personal act or omission of such a person referred to in Clause 10.1, done with intent to cause damage or recklessly and with knowledge that damage would probably result, such person shall not be entitled to benefit of limitation of liability provided for in Clause 8.
10.4. The aggregate of the amounts recoverable from the Freight Forwarder and the persons referred to in Clauses 2.2 and 10.1 shall not exceed the limits provided for in these conditions.

11. **Method and Route of Transportation**
11.1 Without notice to the Merchant, the Freight Forwarder has the liberty to carry the goods on or under deck and to choose or substitute the means, route and procedure to be followed in the handling, stowage, storage and transportation of the goods.

12. **Delivery**
12.1 Goods shall be deemed to be delivered when they have been handed over or placed at the disposal of the Consignee or his agent in accordance with this FBL, or when the goods have been handed over to any authority or other party whom, pursuant to the law or regulation applicable at the place of delivery, the goods must be handed over, or such other place at which the Freight Forwarder is entitled to call upon the Merchant to take delivery.
12.2 The Freight Forwarder shall also be entitled to store the goods at the sole risk of the Merchant, and the Freight Forwarder's liability shall cease, and the cost of such storage shall be paid, upon demand, by the Merchant to the Freight Forwarder.
12.3 If at any time the carriage under this FBL is or is likely to be affected by any hindrance or risk of any kind (including the condition of the goods) not arising from any fault or neglect of the Freight Forwarder or a person referred to in Clause 2.2 and which cannot be avoided by the exercise of reasonable endeavours the Freight Forwarder may: abandon the carriage of the goods under this FBL and, where reasonably possible, place the goods or any part of them at the Merchant's disposal at any place which the Freight Forwarder may deem safe and convenient, whereupon delivery shall be deemed to have been made, and the responsibility of the Freight Forwarder in respect of such goods shall cease.
In any event, the Freight Forwarder shall be entitled to full freight under this FBL and the Merchant shall pay any additional costs resulting from the above mentioned circumstances.

13. **Freight and Charges**
13.1 Freight shall be paid in cash, without any reduction or deferment on account of any claim, counter-claim or set-off, whether prepaid or payable at destination. Freight shall be considered as earned by the Freight Forwarder at the moment when the goods have been taken in his charge, and not to be returned in any event.
13.2 Freight and all other amounts mentioned in this FBL are to be paid in the currency named in this FBL or, at the Freight Forwarder's option, in the currency of the country of dispatch or destination at the highest rate of exchange for bankers sight bills current for prepaid freight on the day of dispatch and for freight payable at destination on the day when the Merchant is notified on arrival of the goods there or on the date of withdrawal of the delivery order, whichever rate is the higher, or at the option of the Freight Forwarder on the date of this FBL.
13.3 All dues, taxes and charges or other expenses in connection with the goods shall be paid by the Merchant. Where equipment is supplied by the Freight Forwarder, the Merchant shall pay all demurrage and charges which are not due to a fault or neglect of the Freight Forwarder.
13.4 The Merchant shall reimburse the Freight Forwarder in proportion to the amount of freight for any costs for deviation or delay or any other increase of costs of whatever nature caused by war, warlike operations, epidemics, strikes, government directions or force majeure.
13.5 The Merchant warrants the correctness of the declaration of contents, insurance, weight, measurements or value of the goods but the Freight Forwarder has the liberty to have the contents inspected and the weight, measurements or value verified. If on such inspection it is found that the declaration is not correct it is agreed that a sum equal either to five times the difference between the correct figure and the freight charged, or to double the correct freight less the freight charged, whichever sum is the smaller, shall be payable as liquidated damages to the Freight Forwarder for his inspection costs and losses of freight or other goods notwithstanding any other sum having been stated on this FBL as freight payable.
13.6 Despite the acceptance by the Freight Forwarder of instructions to collect freight, charges or other expenses from any other person in respect of the transport under this FBL, the Merchant shall remain responsible for such monies on receipt of evidence of demand and the absence of payment for whatever reason.

14. **Lien**
The Freight Forwarder shall have a lien on the goods and any documents relating thereto for any amount due at any time to the Freight Forwarder from the Merchant including storage fees and the cost of recovering same, and may enforce such lien in any reasonable manner which he may think fit.

15. **General average**
The Merchant shall indemnify the Freight Forwarder in respect of any claims of a General Average nature which may be made on him and shall provide such security as may be required by the Freight Forwarder in this connection.

16. **Notice**
16.1 Unless notice of loss of or damage to the goods, specifying the general nature of such loss or damage, is given in writing by the consignee to the Freight Forwarder when the goods are delivered to the consignee in accordance with clause 12, such handing over is prima facie evidence of the delivery by the Freight Forwarder of the goods as described in this FBL.
16.2. Where the loss or damage is not apparent, the same prima facie effect shall apply if notice in writing is not given within 6 consecutive days after the day when the goods were delivered to the consignee in accordance with clause 12.

17. **Time bar**
The Freight Forwarder shall, unless otherwise expressly agreed, be discharged of all liability under these conditions unless suit is brought within 9 months after the delivery of the goods, or the date when the goods should have been delivered, or the date when in accordance with clause 6.4 failure to deliver the goods would give the consignee the right to treat the goods as lost.

18. **Partial Invalidity**
If any clause or a part thereof is held to be invalid, the validity of this FBL and the remaining clauses or a part thereof shall not be affected.

19. **Jurisdiction and applicable law**
Actions against the Freight Forwarder may be instituted only in the place where the Freight Forwarder has his place of business as stated on the reverse of this FBL and shall be decided according to the law of the country in which that place of business is situated.

HECNY TRANSPORTATION INC

147-39 175TH STREET SUITE#211JAMAICA, NY 11434
TEL:718-656-5537 FAX:718-632-8491

HECNY GROUP

BANKER:BANK OF AMERICA(CHINATOWN BRANCH #0279 701 GRANT AVENUE SAN FRANCISCO, CA94108)
A/C NAME:HECNY TRANSPORTATION INC(A/C NO:02797-40607)
SWIFT COD:BOFAUS3N /BOFAUS6S , ABA NO:0260-0959-3 , ROUNTING NO: 121000358

~~ INVOICE ~~

Invoice # IN228626 **Invoice Date** 2017-01-31

BILL TO: THE LINK GROUP INC
6204 5TH AVENUE, BROOKLYN,
11220 NEW YORK, NY US

NOTIFY: SAME AS CONSIGNEE

FILE# LN183436
ETD: 2016-12-07 **ETA** 2016-12-29
VESSEL: MSC KINGSTON 649W
MBL# MSCUJG913245
H/BL# 301404
PKGS: 20CTNS
Load/Recpt NAPOLI, IT
Discharge: NEW YORK, NY
Final Dest: NEW YORK, NY
SHIPPER: MARBLE GROUP DESIGNER SRL

CHARGES	UNITPRICE	QUANTITY	AMOUNT
OCEAN FREIGHT	$1650.00	1.000	$1650.00
DOCUMENTATION FEE	$45.00	1.000	$45.00
DUTY FEE	$905.87	1.000	$905.87
ENTRY FEE	$110.00	1.000	$110.00
IMPORT SECURITY FILING	$35.00	1.000	$35.00
INTL SHIP AN POR	$26.54	1.000	$26.54
ORIGIN CHARGE	$1100.00	1.000	$1100.00
TOTAL CHARGES DUE			$3872.41

****PLEASE PAY THIS AMOUNT****

CNTR:TGHU3158316/20SD

*** **Remark:**

ISSUE BY cheryl logan 2017-02-16

ÓÉ Foxit PDF Editor ±à¼-
°æÈ¨ËùÓÐ (c) by Foxit Software Company, 2004
½öÓÃÓÚÆÀ¹À¡£

Shipper MARBLE GROUP DESIGNER SRL VIA ALDO MORO, 58 83030 MONTEFALCIONE AV IT	Ref 05/16/301404 — Bill of Lading No 301404
Consignee (if 'To Order' so indicate) THE LINE GROUP 6204 5TH AVENUE, BROOKLYN, 11220 NEW YORK, NY US	**MULTILOGISTICS** Integrated Logistics & Freight Forwarders BOLOGNA Via Turrini, 19 40012 Calderara di Reno (BO) Tel. +39 051 72 94 44 - Fax. +39 051 72 94 04
Notify Party (No claim shall attach for failure to notify) SAME AS CNEE	Also Notify
Port of Loading NAPOLI, IT	Place of Receipt
Vessel MSC KINGSTON — Port of discharge NEW YORK NY, US	Place of Delivery — No. of Bills of Lading EXPRESS BL

Marks and Numbers	No of Pkgs. or Shipping Units	Description of goods	Gross weight	Measurement
		SHIPPER'S STOW LOAD AND COUNT		
FCL/FCL TGHU 3:592176 SEAL EC0557174'		1X20'BOX CNTR SAID TO CONTAIN: 20 CASES MARBLE H.S. CODE: 68022100 "FREIGHT COLLECT"	23130,00	

Freight amount	Temperature Control Instruction	*Copy* **Not Negotiable**
Freight payable at COLLECT	Excess Value Declaration refer to Clause 6 (4) (B)+(C) on reserve side	

Freight Details. Charges. etc

RECEIVED by the Carrier the Goods as specified above in apparent good order and Condition unless otherwise stated to be transported to such place as agreed, authorised or permitted herein and subject to all the terms and conditions appearing on the front and reserve of this Bill of Lading to which the Merchant agrees by accepting this Bill of Lading any local privileges and custom notwithstanding.
The particulars given above as stated by the shipper and the weight, measure quantity condition contents and value of the Goods are unknown to the Carrier.
In WITNESS whereof one (1) original Bill of Lading has been signed if not otherwise stated above the same being accomplished the other(s) if any, to be void. If required by the Carrier one (1) original Bill of Lading must be surrendered duly endorsed in exchange for the Goods of delivery order.

For delivery please apply to
HECNY TRANSPORTATION INC.
147-39, 175TH STREET, ROOM 100
11434 JAMAICA, NY US

Place and date of issue BOLOGNA, 07/12/2016

Signed on behalf of MULTILOGISTICS SPA